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 The Right Hon. Lord COLERIDGE, The Lord Chief Justice.  
 The Hon. Mr. Justice KEKEWICH.  
 Sir JAMES PARKER DEANE, Q.C., D.C.L.  
 FREDERICK JOHN BLAKE, Esq.  
 WILLIAM WILLIAMS, Esq.

VOL. XXXVI., No. 26.

## The Solicitors' Journal and Reporter.

LONDON, APRIL 23, 1892.

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## CURRENT TOPICS.

MR. JUSTICE ROMER intends to resume his seat in court on Tuesday next. There will be six actions for hearing in his first day's list.

THE NEW RULES under the Companies (Winding-up) Act, 1890, are not yet issued. Considering that they come into operation on Tuesday week, the delay is likely to occasion considerable inconvenience.

MR. JUSTICE KEKEWICH, departing from the ordinary practice as regards the sittings paper, has laid down a set of rules with

regard to his work on the several days of the week, which, while they are sufficiently explicit, require the seeker after information to read through the whole of them each time he desires to know, with reference to any given day, what business will be set down in the day's list.

THE LISTS of the five judges of the Chancery Division for the Easter Sittings exhibit no great variation from those of the four previous sittings. They will contain in all 678 cases, as compared with 661 in Hilary, 1892, 670 in Michaelmas, 1891, 699 in Trinity, 1891, and 664 in Easter, 1891. The witness actions which are included in the above enumeration will be 498, as compared with 480, 467, 521, and 472 in the four preceding sittings.

IN THE LIST of appeals for the Easter Sittings there will be 31 final appeals and 6 interlocutory appeals from the Chancery Division, and 2 appeals from the County Palatine of Lancaster. From the Queen's Bench Division there will be 50 final appeals and 3 interlocutory, besides 3 from the Probate, Divorce, and Admiralty Division, 7 bankruptcy appeals, and 22 cases in the new trial paper. The appeals therefore number 124 in all, as compared with 146 in Hilary, 1892, and 134 a year ago.

DURING THE ensuing sittings, which commence on Tuesday next, the 26th inst., Court of Appeal No. 1 will, subject to any special days to be appointed for the hearing of Admiralty appeals with assessors, hear Queen's Bench final appeals and the new trial paper in alternate weeks; and when the new trial paper is disposed of the final appeals will be taken every day. These arrangements are qualified by the possible interposition on Mondays and Fridays of interlocutory and bankruptcy appeals.

THE LAMENTABLE loss of life at the Hampstead Heath Station will direct the attention of the public to the obligations of railway companies to their passengers in cases where the pressure of extraordinary traffic may reasonably be apprehended. As far as we know there are only two decisions bearing on the point. The first is that of *Hogan v. South-Eastern Railway Co.* (28 L. T. Rep. N. S. 271), in which it was held by the Court of Common Pleas that if a company allows a platform to be overcrowded and does not provide adequate protection in the case of an unusual influx of passengers, the company may be liable to a passenger for injury arising from the mere action of the crowd. The second case is the better known one of *Jackson v. Metropolitan Railway Co.*, which ultimately went to the House of Lords (26 W. R. 175). In that case, the plaintiff's compartment being full, three extra passengers got in at the Gower-street Station, notwithstanding the plaintiff's remonstrances. At the next station (Portland-road) there was a large crowd, and more passengers attempted to enter, but were prevented by the plaintiff and his fellow-passengers. The train moved on, and the door being shut by a porter, the plaintiff's hand was crushed in the hinge. The Court of Common Pleas (23 W. R. 78) upheld a verdict for the plaintiff. The Court of Appeal (25 W. R. 661) was equally divided. The House of Lords (26 W. R. 175) decided for the company, not on the ground that they had not been negligent, but on the ground that there was no evidence connecting their negligence with the accident. In the Court of Common Pleas Lord COLERIDGE had held that there was an uncontrolled action on the part of a number of persons on the platform, "which action was not controlled, and could not be controlled, by reason of the want of sufficient servants of the company, who were, to a reasonable extent, bound to control it"; and Lord CAIRNS, in the House of Lords, appears indirectly to have assumed that companies are bound, to a reasonable extent, to control the action of crowds upon platforms. But the difficult question of "reasonable extent" would, of course, be a question of fact for a jury, or a judge if a plaintiff in an action for damages arising from an overcrowded platform could be brought to consent to have his action tried by a judge without the assistance of a jury.

IN THE case of *Hope v. Hope*, which we report else-

where, STIRLING, J., has decided that the Married Women's Property Act, 1882, has not affected the husband's tenancy by the courtesy in statutory separate estate of the wife of which she has not disposed either in her lifetime or by will. The matter is one of some difficulty. It is pointed out by Messrs. WOLSTENHOLME and BRINTON (Conveyancing and Settled Land Acts, 6th ed., p. 198) that the estate by the courtesy was an extension during the husband's whole life (arising on birth of inheritable issue) of his freehold in right of his wife during their joint lives. But inasmuch as a married woman is now capable of acquiring and holding real property as her separate property in the same manner as if she were a *feme sole* (section 1 of the Act), the husband has no longer a freehold during the joint lives, and, upon this theory of the tenancy by the courtesy, he has no interest which is capable of being extended into such an estate upon his wife's death. But the theory does not account so clearly for the existence of the courtesy in the wife's separate estate. As to this, although during the joint lives the husband has no interest in it, yet upon the ground that the separate use ceases on his wife's death, he takes the same courtesy as he would have had in her legal or in her ordinary equitable estate (*Cooper v. Macdonald*, 26 W. R. 377, 7 Ch. D. 288). Practically, however, this is by way of direct gift to him, and not on the ground of any extension of a previous estate. Hence, in the case of separate estate, the courts recognize the husband's tenancy as an independent right, and not as the mere continuance of an estate originally held by him. In this condition of things—the husband's courtesy being ordinarily a mere extension of his original estate, but as to separate property an independent estate conferred upon him where no such extension is possible—there come the provisions of the Married Women's Property Act, by which the married woman not only holds her property as her separate property, but also has the sole legal estate in it. If the strict legal theory is to prevail, then, as the husband takes no estate during his wife's life, he can take none after her death. But if, as seems to be the case, the object of the Legislature was to create in the wife a statutory separate estate, which, although clothed with the legal estate, was intended to answer the same end as separate estate in equity, this can be sufficiently attained by following the rule hitherto existing as to real estate. There is, of course, the objection that, whereas courts of equity were at liberty to do as they chose with the equitable estate, there is no such liberty now with regard to what has become the legal estate of the wife, but this is purely technical. Viewing the matter broadly, the husband had before the Act a well recognized interest both at law and in equity, and this interest should be interfered with only so far as is necessary to give effect to the purposes of the Act. It is sufficient, therefore, to treat the separate use created by the statute as conferring upon the married woman rights similar to those which she would have had under a separate use in equity, but, subject to these, the husband's interest remains, as STIRLING, J., has decided, unaffected.

TWO INTERESTING trade-mark cases were decided last week. In *Rosenthal v. Reynolds* (reported elsewhere, also W. N., 1892, p. 70) the plaintiff, a corset manufacturer, had registered four trade-marks for corsets, each of which consisted either of a label or of a device, in combination with letters. On two of the labels the letters in combination were W. R., the plaintiff's initials, and the plaintiff had, in each application for registration, disclaimed the right to the exclusive use of the letters in question. The defendants, who were also corset manufacturers, and whose initials were presumably (for on this point the report is silent) W. R., used those letters in connection with corsets of their own manufacture. The plaintiff moved for an *interim* injunction, but NORTH, J., refused the application, on the ground that the plaintiff had solemnly disclaimed the right to the exclusive use of the letters in question. This case, as our readers have no doubt observed, turned on the doctrine of estoppel, and does not in any way interfere with the class of cases of which *Re Apollinaris* (8 P. O. R. 165), *Pinto v. Badman* (8 P. O. R. 188, 191), and *In the Matter of the Smokeless Powder Co.'s Trade-Mark* (9 P. O. R. 109) are the most recent and the most typical examples. *Re Robert-*

*son, Sanderson, & Co.'s Application* (*ante*, p. 413) seems to be a case of "first impression." The facts were substantially as follows:—A. applied to register a trade-mark. B. opposed, on the ground that he had used the trade-mark in question before A. At the hearing before the registrar, B. admitted that he could not prove prior user by himself, but proposed to adduce evidence—which the registrar very properly rejected—of prior user by other persons. Without making any application to the registrar for leave to amend his notice of opposition, B. appealed to the Board of Trade, who, under section 69, sub-section 4, of the Act of 1883, referred the matter to the court. B. then applied to the court for leave to amend his notice of opposition, but Mr. Justice STIRLING refused the application. It is difficult to see how any other decision was possible. Rule 54 of the Trade-Marks Rules, 1890, to which reference was made on B.'s behalf, obviously relates to amendments by the comptroller or the registrar, and, in spite of R. S. C., ord. 28, r. 12, it is clear that the only matters which the court, on an appeal from the Board of Trade under section 69, sub-section 4, of the Act of 1883, has jurisdiction to "hear and determine" are the issues which have been before the Board of Trade and the registrar.

THE COURT OF APPEAL, in affirming the decision of STIRLING, J., in *Re Anglo-Austrian Printing and Publishing Co., Isaacs' and Kegan Paul's cases* (reported elsewhere), seem to have rejoiced greatly that the form of the articles of association made it at length possible to fix directors with their qualification shares. The courts have shrunk from treating the mere acceptance of office as an agreement to take the qualification shares so as to make a director liable in respect of them, but the expressed opinion of the judges that this ought to be the case has been identical with that of the profession and the public, and a general adoption of the form which has now been successful will only anticipate a change which must shortly have been accomplished by the Legislature. The form was, indeed, suggested in *Re Wheal Buller Consols* (36 W. R. 723, 38 Ch. D. 42) as being likely to have the desired effect. In that case the articles provided that the director might act before acquiring his qualification shares, but that his office should be vacated if he ceased to hold them or did not acquire them within three months of his appointment; and BOWEN, L.J., pointed out that, although it was the duty of the director not to act after the three months, yet there was no regulation that if he did continue to act he should be deemed to have taken the shares. In the present case such a regulation had been introduced. The articles of the Anglo-Austrian Co. provided that a first director might act before acquiring his qualification shares, but he was in any case to acquire them within one month from his appointment, and, unless he should do so, he was to be deemed to have agreed to take the shares from the company, and the same were to be forthwith allotted to him accordingly. The directors, therefore, who in accepting office accepted it subject to the articles, necessarily assented to the condition that they should be deemed to have agreed to take the shares, and under the circumstances this was, perhaps, equivalent to an actual agreement to do so. At any rate, it has had the same result so far as their liability is concerned.

THE RECENT decision of the Divisional Court (DENMAN and CAVE, JJ.) in *Evans v. Hoare* (*ante*, p. 348) illustrates the rule that any introduction of a name into a document which has the effect of authenticating it operates as a signature under the Statute of Frauds, and it is not necessary for the name to be also subscribed to the document. The question has frequently arisen where the name of one of the parties occurs at the commencement. Thus in *Knight v. Crockford* (1 Esp. 190) an agreement beginning "I, JAMES CROCKFORD, agree to sell," but signed only by the plaintiff, was held to be sufficiently signed also by the defendant so as to bind him under the statute. And a similar result was arrived at in *Schneider v. Norris* (2 M. & S. 286), where the name of the vendor, the defendant, was simply printed at the head of a bill of parcels. After those decisions it was natural that the same construction should be given to the requirement of signature under the Statutes of Limitation, and in *Lobb v. Stanley* (5 Q. B. 574) it was said that the object

alike of those statutes, and of the Statute of Frauds, was merely to authenticate the genuineness of the document. Accordingly, a note running, "Mr. STANLEY cannot comply with the request of Messrs. LOBB & Co., but will discharge their account as soon as he possibly can," was held to be sufficiently signed by the defendant so as to amount to a promise to pay under 6 Geo. 4, c. 16, s. 131. The present case seems to be within those decisions. In form, the document was a letter signed by the plaintiff and addressed to the defendants, Messrs. HOARE, MARR, & Co., their names appearing only at the commencement. But the whole of the letter, except the plaintiff's signature, was written by an agent acting on their behalf, and the insertion of their names might be regarded, therefore, as an authentication by him of the contents of the document. The court held, accordingly, that it constituted a binding agreement, but the case shews how far the construction of the Statute of Frauds has wandered from anything that can be regarded as a signature in the ordinary acceptation of the term.

THE SPECIAL JURISDICTION which courts of equity are enabled to exercise in respect of land situated abroad is well established, and in *Mercantile Investment, &c., Co. v. River Plate Trust, &c., Co.* (reported elsewhere), where an application was made for the appointment of a receiver, NORTH, J., although refusing to make the appointment, took occasion to affirm the general principle. "Courts of equity in England," said Lord SELBORNE, C., in *Ewing v. Orr Ewing* (32 W. R. 573, 9 App. Cas. 34), "are, and always have been, courts of conscience, operating *in personam* and not *in rem*; and in the exercise of this personal jurisdiction they have always been accustomed to compel the performance of contracts and trusts as to subjects which were not either locally or *ratione domicilii* within their jurisdiction. They have done so as to land in Scotland, in Ireland, in the colonies, and in foreign countries." With regard to mortgages the jurisdiction has been frequently exercised. In *Toller v. Carteret* (2 Vern. 494) a foreclosure action was allowed to be brought on a mortgage of the Island of Sark, a plea to the jurisdiction being overruled on the ground stated above that equity acts *in personam*, and so in *Paget v. Ede* (L. R. 18 Eq. 118) a foreclosure decree was made in respect of an estate in the Island of Nevis in the West Indies, such a decree being a decree *in personam*, and depriving the mortgagor of his personal right to redeem. And it is well settled that a receiver may be appointed (Seton, p. 450). In general, indeed, the English court will take notice of the law of the country in which the land is situated, but in *Lord Cranston v. Johnston* (3 Ves. 170) the defendant was not allowed to avail himself of such law for the purpose of doing a gross injustice. There, being a creditor of the plaintiff, he had purchased an estate in the West Indies under an execution levied by himself at a very inadequate price. Admitting that this was permissible according to the local law, the English court nevertheless decided that he could only hold the estate as security for his debt, and upon payment of this, with interest, he was directed to reconvey. In the present case a similar principle seems to have been applicable, as the mortgage in question—a debenture-holders' security—seems to have been invalid, according to the law of the foreign country, for want of registration. Apparently, however, NORTH, J., regarded this as no impediment to the appointment of a receiver, had such a course been practicable, and, failing this, he threatened the defendants with personal liability in case they persisted in denying the rights of the debenture-holders, and misappropriated funds to which the latter were entitled.

The rights of a coroner over the depositions taken by him at his inquests has, says the *Times*, been raised with reference to the depositions taken by Dr. Churton in the course of an inquest held at Birkenhead on the body of a man named Ambrose, employed at Messrs. Laird's shipyard. A Liverpool solicitor, writing to the Home Secretary on behalf of the widow and children of the deceased, complained that he had been refused a copy of the depositions. The Home Secretary asked the coroner for his observations on the matter, and Dr. Churton replied that it had been his practice for many years never to supply copies of his depositions, except in cases where a prisoner had been committed for trial, as he held a very strong opinion that proceedings in a coroner's court ought not to be used to enforce civil remedies.

#### SECURITIES HELD BY A SURETY AND THE RULE IN *EX PARTE WARING*.

AMONG COMMERCIAL transactions few are more common than the contract of guarantee involving the consideration of the relation between principal and surety, and although, perhaps, it is not so common for a person who becomes surety to insist upon having security from the principal debtor, it is somewhat surprising that those text-books which especially treat of this subject have not more fully discussed the question of securities held by a surety.

The recent case of *Re Walker, Sheffield Banking Co. v. Clayton* (40 W. R. 327) involved a question of this kind. The testator, WALKER, whose estate was being administered in the Chancery Division, and was apparently insolvent, had guaranteed to the Sheffield Banking Co. the current account of the firm of SPENCER & Co., and at his death held a security which had been deposited with him by the wife of ARTHUR SPENCER, a member of the indebted firm. The firm of SPENCER & Co. became bankrupt, and the bank claimed to have this security applied in reduction of their debt in preference to the other creditors of the testator. STIRLING, J., decided that their claim was unfounded.

The case appears to have been mainly argued upon the broad question whether a creditor is entitled to the benefit of securities deposited with the surety by the principal debtor by way of indemnity against loss. The point that the security was (as reported) deposited by the wife of one of the principal debtors, and presumably out of her separate property, and not by the principal debtors themselves, does not seem to have been raised, and, for the purpose of the decision, was, perhaps, unimportant; for it would follow, *a fortiori*, that if the creditor was not entitled to the benefit of a security deposited by the principal debtor with the surety, he would certainly not be entitled to the benefit of a security deposited by someone else—a stranger. This fact was, however, it seems to us, of sufficient importance to deserve mention, for the actual decision upon the facts may only amount to this: that, where a surety holds a security by way of indemnity against the liability he may incur, which security has been deposited with him by a person not liable for the debt, the creditor is not entitled to any greater benefit from such security than the other creditors of the surety. We mention this as in the note of the case in the *Weekly Notes* (W. N., 1892, p. 5) this fact is omitted, and such omission might mislead.

It seems clear, however, that the learned judge intended to establish the general proposition that a creditor is not entitled to the benefit of a security held by a surety, even if such security was deposited by the principal debtor, and it is this proposition which we propose to examine.

The learned judge in his judgment has so exhaustively treated the existing law on the subject that we will only summarize the results in order to make the nature of his decision clear. Before doing so, it may be advisable to examine the real nature of the transaction whereby a principal debtor deposits security with his surety. The position, then, is this. The surety by his contract of guarantee renders himself secondarily liable to the creditor to pay the debt. If the surety is called upon to pay the whole or any part of such debt he has a right, express or implied, to call upon the principal debtor to compensate him for the loss, and it is to provide a fund for such compensation that the security is given. If the principal debtor pays the debt, the surety suffers no loss, and is thereupon bound to return the security, but is entitled to retain it so long as any part of the debt remains unpaid. If the surety is compelled to pay the whole or some part of the debt, he is entitled to realize the security and repay himself so much as he has paid, returning the balance, if any, to the principal debtor. So long, therefore, as either party is solvent, it is clear that no question as to the creditor's right to the security can arise. So far, in fact, the affair is one between the principal and surety only. But suppose both parties are insolvent. Here is a real difficulty. The principal debtor cannot redeem the security, because he cannot pay the debt, and yet he, and through him his creditors, have a sufficient interest in the security to insist upon having such security applied only for the purpose for which it was given, that is to say, in indemnifying the surety against any loss he may incur in respect

of the particular debt. On the other hand, the surety is, as we have said, entitled to retain the security until the debt is paid, and a question arises between the creditor in respect of this particular debt and the other creditors of the surety how the security is to be applied. If the security is realized, and the proceeds applied towards paying the particular debt, it will be found that the creditor, although his proof is proportionately reduced, gains an advantage over the other creditors—an advantage for which he never bargained (see *Royal Bank of Scotland v. Commercial Bank of Scotland*, 1882, 7 App. Cas. 366). The creditor would, in fact, be placed in the same position as if the principal debtor had given him, instead of the surety, the security. For these reasons, and upon the general principle that a third person cannot claim the benefit of a contract between two others, it would seem to be a sound proposition, as the learned judge has held, that the creditor is not entitled, to the exclusion of other creditors, to the benefit of a security held by the surety.

Against this view there appeared to be some distinct authority. Thus in the year 1692, in 1 Eq. Cas. Abr. 93, under the heading, "Concerning Co-obligors and Sureties," the following case was reported:—

"5. A bond-creditor shall in this court have the benefit of all counter-bonds or collateral security given by the principal to the surety; as if A. owes B. money, and he and C. are bound for it, and A. gives C. a mortgage or bond to indemnify him, B. shall have the benefit of it to recover his debt: Mich. 1692; *Maure and Harrison*."

On having the record of this case examined, STIRLING, J., found that the facts of the case did not support this proposition, and considered, therefore, that the case was not a binding authority. In *Wright v. Morley* (1805, 11 Ves. 12) Sir WILLIAM GRANT treated such a rule of law (as reported in *Maure v. Harrison*) as existing—that is to say, that the creditor was entitled to the benefit of all the securities the principal debtor has given to the surety. These two cases were cited as existing law in *Pitman on Sureties* (1840, p. 89) and in *Burge on Suretyship* (1849, p. 324), and see *De Colyar on Guarantees* (1885, p. 275). On the other hand, Lord ELDON, in *Ex parte Waring* (1815, 19 Ves. 345), doubted the existence of the rule, and, while not actually overruling it, held that it was inapplicable to that case.

This brings us to the consideration of the case of *Ex parte Waring*, from the decision of which has sprung a rule, which appears to us to be a startling exception to the proposition established by STIRLING, J., in the recent case under discussion. In *Ex parte Waring*, it may be remembered, BRACKEN & Co., manufacturers, drew bills upon BRICKWOOD & Co., their bankers, depositing with them security to cover the liability which the latter incurred by accepting them for their accommodation. Both firms becoming bankrupt, the bill-holders claimed to have this security applied in reduction of their debt, and their claim was allowed. Lord ELDON distinctly based his decision, not upon the principle supposed to have been established by *Maure v. Harrison*, but upon the ground that this was the fairest way of adjusting the rights of the parties, and his decision, as a decision upon the particular facts of the case, has been approved by the House of Lords in *Royal Bank of Scotland v. Commercial Bank of Scotland* (*ubi supra*). Unfortunately the case gave rise to a good deal of misunderstanding and consequent litigation, and resulted in the establishment of a rule of law which is still existing, and has been stated by Mr. A. C. EDDIS in his treatise on the subject in a form which received judicial sanction in the case of *Ex parte Dever, Re Suse* (No. 2) (1885, 14 Q. B. D. 611), and is as follows:—

"Where, as between the drawer and the acceptor of a bill of exchange, a security has, by virtue of a contract between them, been specifically appropriated to meet that bill at maturity, and has been lodged for that purpose by the drawer with the acceptor, then, if both drawer and acceptor become insolvent, and their estates are brought under a forced administration, the bill-holder, though neither party nor privy to the contract, is entitled to have the specifically-appropriated security applied in or towards payment of the bill."

Against this rule we will contrast what we suppose to be the proposition established by STIRLING, J., in the recent case under discussion. This seems to be as follows:—

Where, as between the principal debtor and the surety, a security has been deposited by the principal debtor with the surety by way of indemnity against his liability in respect of the

particular debt, then, if both principal debtor and surety become insolvent, the creditor is not entitled to have the security applied in or towards payment of the particular debt.

A comparison of these two propositions will shew that, if the relation of principal and surety exists between the drawer and acceptor, the rule in *Ex parte Waring* is the exact converse of the principle recently established. Whether and when the relation of principal and surety does or does not exist between the drawer and acceptor of a bill of exchange must depend partly upon general principles and partly upon the circumstances under which the bill was given. It was argued in *Ex parte Waring* that such a relation did exist between BRACKEN & Co. and BRICKWOOD & Co., and there seem to us to be strong reasons for that contention; but Lord ELDON appears to have thought otherwise. It is clear that such a relation may, under certain circumstances, exist between other parties to a bill—as, for example, between the acceptor and indorsee (see *Duncan, Fox, & Co. v. North and South Wales Bank*, 1880, 6 App. Cas. 1). However this may be, the rule in *Ex parte Waring* has been shewn to rest upon an unsatisfactory footing, to be based upon no principle of law or equity, and to be defensible only on the ground of convenience (see *Royal Bank of Scotland v. Commercial Bank of Scotland*, *ubi supra*).

It is important, however, to observe that this rule, right or wrong, is still existing law, and will undoubtedly be applied to all cases which fall within it, but it is equally important to note that now no attempt is likely to be made to extend its application beyond the limits within which it has been brought. We may, therefore, welcome the decision of STIRLING, J., as establishing a sound general proposition of law against which the rule in *Ex parte Waring* will, we think, be found, as time goes on, to stand out more and more in striking contrast—a contrast which may perhaps eventually induce the Legislature to consider the advisability of removing it from our commercial law.

## REVIEWS.

### BOOKS RECEIVED.

*Church Law. Being a Concise Dictionary of Statutes, Canons, Regulations, and Decided Cases affecting the Clergy and Laity.* By BENJAMIN WHITEHEAD, B.A., Barrister-at-Law. Stevens & Sons (Limited).

*Education. A Manual of Practical Law.* By JAMES WILLIAMS, B.C.L., M.A., Barrister-at-Law. Adam & Charles Black.

*Land: Its Attractions and Riches.* By Fifty-seven Writers. Edited by C. F. DOWSETT, F.S.I. The "Land Roll" Office.

## NEW ORDERS, &c.

### LAND REGISTRY.—MIDDLESEX DEEDS RULES.

#### REGULATION.

The following instruction shall be substituted for the Note to Form 1 of the Land Registry (Middlesex Deeds) Rules, 1892 (Memorial of a Deed), relating to description of land in indorsed, annexed, and supplemental deeds and recitals:—

Where the description of land in an indorsed or annexed deed is made by reference to that contained in the prior deed or (in any case) to a recital, the description contained in such prior deed or recital shall also be set out in the memorial.

Except that in the case of an indorsed or annexed deed, where a memorial of the prior deed has been registered, a reference to the year-book and number of its registration shall be sufficient, without setting out the full description contained in such deed.

(Signed) ROBERT HALLETT HOLT, Registrar.  
19th April.

A Japanese journal, quoted by the *Times*, describing the manner in which witnesses are sworn and evidence taken in native courts of justice, says that with the Japanese anything to which a man affixes his seal is considered more sacred than what he may say. Hence, each witness is required to make a declaration to the effect that with a mind free from bias in favour of or against either of the litigating parties, and with perfect fairness, he will give evidence, and, after this has been read out by the recorder of the court and handed to the witness in the form of a document, the latter is expected to affix his seal to it. The same plan is adopted with the statement of facts which, in the course of the examination he undergoes, a witness makes in court.

## CASES OF LAST SITTINGS.

## Court of Appeal.

**PALMER v. CALEDONIAN RAILWAY CO.**—No. 1, 11th April.

PRACTICE—WRIT—SERVICE—SCOTCH RAILWAY COMPANY—SERVICE AT PRINCIPAL OFFICE IN ENGLAND—COMPANIES CLAUSES ACT, 1845 (8 & 9 VICT. c. 16), s. 135—8 & 9 VICT. c. CLXII., ss. 1, 2.

Appeal from the Queen's Bench Division refusing to set aside the writ of summons and the service thereof. The writ was indorsed with a claim for damages for false imprisonment and assault, for breach of contract to carry the plaintiff, and for money had and received. It appeared that the plaintiff took a return ticket from Carlisle to Glasgow by the defendants' railway, and he alleged that upon the return journey at Locherbie station in Scotland a ticket collector took his ticket, then another ticket collector at the same station subsequently asked him for his ticket, that he was thereupon detained until he paid the fare over again, and that he had to travel to Carlisle by a later train. The writ was served upon the district traffic superintendent of the defendants' railway at Carlisle. The defendant company were incorporated by 8 & 9 Vict. c. clxii., for the purpose of making a railway from Carlisle to Edinburgh and Glasgow, only six miles of the line being in England. The station at Carlisle was owned jointly by the London and North-Western Railway Co. and the defendant company. The district traffic superintendent at Carlisle had the management of the traffic there, but neither the directors nor the shareholders met at Carlisle, nor was any of the general business of the company transacted there. Section 1 of 8 & 9 Vict. c. clxii. incorporated the Companies Clauses, Lands Clauses, and Railway Clauses (Scotch) Acts, 1845; and section 2 incorporated the corresponding English Acts, "so far as may be necessary for carrying into effect the object and purposes of this Act in relation to such portion of the said railway and works" as was situate in England. The Divisional Court (Cave and Collins, JJ.) held, upon the authority of *Wilson v. Caledonian Railway Co.* (5 Ex. 822), that the writ was properly issued and served under section 135 of the Companies Clauses Act, 1845: 40 W. R. 365.

THE COURT (Lord Esher, M.R., and Fry and Lopes, L.J.J.) reversed this decision.

Lord Esher, M.R., said that the defendant company was one company with one governing body in Glasgow. It was therefore a Scotch corporation, and not a corporation partly Scotch and partly English. Part of the line was in England, and therefore section 2 of the special Act incorporated to a limited extent the English public Acts. Was it "necessary for carrying into effect the object and purposes of the Act" that section 135 of the Companies Clauses Act, 1845, should be incorporated? Certainly not, because section 137 of the Companies Clauses (Scotland) Act, 1845, which was in similar terms, was incorporated. Applying, then, section 137 of the latter Act, the question was whether Carlisle was "one of the principal offices" of the company within the meaning of the Scotch Act. "Principal office" was the place where the business of the company was controlled and managed. That was done at Glasgow, there being no independent control and management at Carlisle. The writ and service must therefore be set aside.

Fry, L.J., concurred. It was said that the defendants were a company partly Scotch and partly English, regulated partly by Scotch and partly by English Acts; and that when in the English Act the words "principal office" occurred, they must mean the principal office in England, namely, Carlisle, and that, therefore, service might be effected at Carlisle. The special Act, by incorporating the Scotch public Acts without limitation, *prima facie* treated the defendants as a Scotch corporation. The English public Acts were incorporated for a limited purpose. It did not seem to him to be "necessary" that an action of contract or tort should be commenced by serving the writ at an English office. There was no reason why for this purpose the defendants should not be treated as a Scotch corporation. Section 135 of the Companies Clauses Act, 1845, therefore was not incorporated. Nor independently of that Act was there any power of serving the writ at Carlisle. Ord. 9, r. 8, only applied "in the absence of any statutory provision regulating service of process." That must mean some statutory provision of the Imperial Parliament. Here the Companies Clauses (Scotland) Act, 1845, s. 137, contained a statutory provision as to service.

Lopes, L.J., concurred. The defendants were only one corporation, a Scotch corporation, and the "principal office" was at Glasgow. "Principal office" meant the place where the general superintendence and management of the business of the company were carried on: *Garton v. Great Western Railway Co.* (6 W. R. 677, E. B. & E. 837). In his opinion section 135 of the Companies Clauses Act, 1845, was not incorporated in the special Act. Section 137 of the Companies Clauses (Scotland) Act, 1845, was incorporated, and under that section the "principal office" was at Glasgow. Nor did ord. 9, r. 8, apply, as there was here a statutory provision as to service.—COUNSEL, *Willis, Q.C., Joseph Walton, and Symott; Asquith, Q.C., and E. Page. SOLICITORS, Wood & Wootton; Currey & Hawkins.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**BAGGE v. WHITEHEAD**—No. 1, 12th April.

SHERIFF—EXECUTION—WRONGFUL ACT OF BAILIFF—LIABILITY OF SHERIFF TO PENALTY—SHERIFFS ACT, 1887 (50 & 51 VICT. c. 55), s. 29, SUB-SECTION 2.

Appeal from the judgment of Wills, J., at the trial of the action without a jury. A writ of execution was issued against the plaintiff upon a

judgment, and the bailiff who seized the plaintiff's goods did not except from the seizure the plaintiff's bedding, wearing apparel, &c., to the value of £5, as required by 8 & 9 Vict. c. 127, s. 8. The plaintiff sued the defendant, the sheriff, to recover a penalty of £200 and damages for the wrongful act of his bailiff. By section 29, sub-section 2, of the Sheriffs Act, 1887, "if any person being either a sheriff, under-sheriff, bailiff, or officer of a sheriff . . . does any of the following things, that is to say . . . (d) is guilty of any offence against or breach of the provisions of this Act, or of any wrongful act or neglect or default in the execution of his office . . . he shall, without prejudice to any other punishment under the provisions of this Act, but subject as hereinafter mentioned, be liable (i.) to be punished by the court as hereinafter mentioned; and (ii.) to forfeit £200, and to pay all damages suffered by any person aggrieved." Wills, J., held that the sheriff was not liable to the penalty for the wrongful act of his bailiff, but awarded the plaintiff £5 damages. The plaintiff appealed.

THE COURT (Lord Esher, M.R., and Fry and Lopes, L.J.J.), having taken time to consider, dismissed the appeal.

Lord Esher, M.R., said that the question raised by the appeal was whether the sheriff was liable to a penalty of £200 by reason of his bailiff not having excepted from the seizure bedding and wearing apparel to the value of £5. There was no doubt that the sheriff was liable in an action for damages for the acts of his bailiff, and in this case the learned judge awarded the plaintiff £5 damages. Was he liable to the penalty under section 29, sub-section 2, of the Sheriffs Act, 1887? That question was really determined by the decision of this court on the 8th inst. in *Lee v. Dangar, Grant, & Co.*, though in the present case the question was directly raised. In *Lee v. Dangar, Grant, & Co.* the court said that each of the persons named in section 29—sheriff, under-sheriff, bailiff, or officer of a sheriff—was answerable for his own act alone, so as to become liable to the penalty, and not for the acts of the others. The defendant, therefore, was not liable to a penalty.

Fry, L.J., concurred.

Lopes, L.J., concurred. He could only repeat what he had said in *Lee v. Dangar, Grant, & Co.*, that section 29 of the Sheriffs Act, 1887, dealt with acts done *criminaliter* and not *civiliter*, leaving the remedy against the sheriff *civiliter* as before the Act. It followed that this action for a penalty against the sheriff could not, under the circumstances of this case, be maintained.—COUNSEL, *Ambrose, Q.C., and Cavanagh; Cock, Q.C., and Rose-Innes. SOLICITORS, S. B. Somerville; Burchells.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**"THE WILHELM TELL"**—No. 1, 12th April.

ADMIRALTY—PRACTICE—COSTS—FEES OF TRINITY MASTERS—CONSOLIDATED ACTION.

Five different salvage actions having been commenced against the owners of *The Wilhelm Tell*, an order was made, upon the application of the defendants, consolidating them and giving the conduct of the consolidated action to one of the plaintiffs, with leave to the other plaintiffs to appear by one counsel each and to call evidence and cross-examine witnesses. The action lasted four days, and £7,550 was awarded among the various plaintiffs. Upon the taxation of costs the registrar allowed the Trinity Masters two guineas a day each for each of the five actions, making in all eighty guineas. The President refused to interfere with the registrar's decision. The defendants appealed, upon the ground that the registrar had acted upon a wrong principle in allowing a fee for each action, instead of one fee for the consolidated action. It was stated that the usual fee for each Trinity Master was two guineas per day for each action.

THE COURT (Lord Esher, M.R., and Fry and Lopes, L.J.J.) dismissed the appeal. They said that there was no fixed scale of fees in the Admiralty Court for the Trinity Masters. The Trinity Masters would be paid what was usual and reasonable, and when the registrar settled the amount, an appeal lay to the judge, who would say whether he agreed with the registrar. Here the judge did what, according to their information, had often been done, namely, where the different salvors were of such importance that each was allowed to appear by counsel and call evidence and cross-examine, the judge in his discretion allowed a fee to the Trinity Masters in each case. That was a matter purely of discretion, and this court could not interfere. Perhaps in another case the judge might refuse to allow so high a fee.—COUNSEL, *Barnes, Q.C., and Butler Aspinall. SOLICITORS, Roncliffe, Raile, & Co., for Hill, Dickinson, & Co., Liverpool.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**EVANS v. EVANS**—No. 2, 11th April.

DEED—CONSTRUCTION—RULE IN SHELLEY'S CASE—RULE IN ARCHER'S CASE—“TO A. FOR LIFE . . . AND TO THE USE OF SUCH PERSON OR PERSONS AS AT A.'S DECEASE SHALL BE HIS HEIR OR HEIRS AND OF THE HEIRS AND ASSESSORS OF SUCH PERSON OR PERSONS.”

This was an appeal from a decision of Kekewich, J. The question was one that involved a discussion of the application of the rule in *Shelley's case*. By a deed of conveyance, dated in 1854, certain land was conveyed to such uses as John Evans, Thomas Evans, and Owen Evans should jointly appoint, and, subject thereto, in thirds, the limitations of one third part (the limitations of the other two third parts being similar) being as follows:—To such uses in favour of John Evans and Thomas Evans, or either of them, as Owen Evans should by deed appoint; and, subject thereto, to the use of Owen Evans for life without impeachment of waste, with remainder to the use of John Evans and Thomas Evans as tenants in common for their joint lives without impeachment of waste, with remainder to the use of the survivor of John Evans and Thomas Evans for life without impeachment of waste, with remainder to such uses as Owen Evans should by will appoint, with an ultimate limitation "to the use of

such person or persons as, at the decease of the said Owen Evans, shall be his heir or heirs-at-law and of the heirs and assigns of such person or persons." The question was whether, by force of the ultimate limitation, Owen Evans took an estate in fee, or whether he took merely an estate for life, with remainder to his heir as purchaser as *persona designata*. Kekewich, J., held that the rule in *Shelley's case* was applicable, and that Owen Evans took the fee. The defendant appealed.

THE COURT (LINDLEY, BOWEN, and KAY, L.J.J.) allowed the appeal.

LINDLEY, L.J., in a written judgment, said the question raised by the appeal was whether Owen Evans took an estate in fee or for life only in certain property settled by a deed of 1854. The question might be put in various ways—e.g., did the rule in *Shelley's case* apply to that deed? or did the modification of that rule, known as the rule in *Archer's case* (1 Co. 67), apply to it? or did the person or persons who were to take on Owen Evans' death take by descent, or by purchase? or did they take as his heirs, or as *persona designata* who were to form a new stock from which the succession was in future to be traced? Before referring to the rule in *Shelley's case* or *Archer's case*, or to any rule of law, the first thing was to ascertain the meaning of the words used. What, then, was the meaning of the words "such person or persons as at the decease of Owen Evans shall be his heir or heirs-at-law"? To an ordinary layman those words would mean neither more nor less than his heir or heirs at his decease. The words certainly did not mean the heir or heirs of anyone else. But a lawyer could not help seeing that that circumlocution was had recourse to in order to avoid the effect of employing the use of the simpler and more technical words "heir or heirs." The object of using the expression in the deed was to a lawyer unmistakable, and was to designate persons who were not to take by succession from Owen Evans, but who were to take by purchase—i.e., who were to be a new *stirps* or starting point from whom the succession was to be traced. That was made still plainer, plain to demonstration, by the words, "the heirs or assigns of such person or persons," which followed. To a lawyer, then, the expression in the deed was not equivalent to "the heirs or assigns of Owen Evans," but was intended to have, and had, a different meaning. It was to be observed that, the limitation being in a deed executed in 1854, if the words "heirs and assigns" had not been added, the person or persons who would have taken the property would have taken as purchasers for life only. That was decided in *Chambers v. Taylor* (2 My. & Cr. 376), and that decision went far to shew that the expression "person or persons" was not equivalent to "heir or heirs," and was not used to denote a class of persons who could be correctly described as his heirs generally. A man could not have more than one heir at his decease, for, although several females might be co-parceners, yet they were, in point of law, only one heir. The expression in the deed would have been correct if it had run thus: "To the use of such person or persons as, at the decease of the said Owen Evans, shall be his heir-at-law, and of the heirs or assigns of such person or persons." Had that more accurate form been used—i.e., had the word "heir" been used in the singular, it would clearly have been covered by *Archer's case*, and not by *Shelley's case*. The conclusion was, then, his lordship thought, irresistible that the property in question was not intended to be, and was not, limited to Owen Evans for life, with an ultimate remainder to his heirs in the sense of all his heirs, and to them only. But that was essential for the application of the rule in *Shelley's case*. The power of appointment given to Owen Evans did not exclude the application of the rule in *Shelley's case* (see, *inter alia*, *Richardson v. Harrison*, 16 Q. B. D. 85). The expression "such heir as should be living at the death" occurred in *Richards v. Lady Bergavenny* (2 Vern. 324), and "heir for ever" in *Fuller v. Chamer* (14 W. R. 913, L. R. 2 Eq. 682), which was the case of a will. The words "heir or heirs, and the heirs of such heir or heirs" occurred in *Boney v. Taylor* (2 Ro. Ab. 253, pl. 3), but the other words were very different, and the difference was very material. The expression "heirs of the body and assigns as tenants in common" occurred in *Mills v. Secard* (1 J. & H. 733; *sub nomine Mills v. Howard*, 9 W. R. Ch. Dig. 102). In all of those cases the rule in *Shelley's case* was held to apply, and they came very near the present case. On the other hand, there were cases, also very like them, and like the present case, where the rule in *Shelley's case* had been held not to apply; but in all of those the limitation was to "heir" in the singular, and the present case was not quite covered by any other decision which his lordship had been able to discover, with the assistance of counsel on both sides. In *Archer's case* the limitation was to the "next heir male and the heirs male of his body." In *Greaves v. Simpson* (12 W. R. 773) real and personal property were given in trust for A. for life, and after his death in trust for his "heir or heiress, his or her heirs and assigns for ever." Similar observations applied to *Willis v. Hiccox* (4 My. & Cr. 197) and to *Chamberlayne v. Chamberlayne* (4 W. R. 393). Those came as near the present case as any in the other class. Nothing, however, was gained by comparing case with case, except for the purpose of ascertaining the principles which ought to be applied to any particular case. The rule in *Shelley's case* was a rule of law applicable to deeds or wills, and his lordship took the rule to be that, if in any instrument the word "heir," or the word "heirs," or the two words combined were used in the sense of all the heirs of a person who, under the same instrument, took a life estate in real property and no other heirs, the property given to the heir or heirs of the first taker was in point of law given to him although it was in terms given to him for life only. In such a case the rule required the heir or heirs to take by descent from him, and not by purchase, as they might if the property had been limited to them by name or otherwise than simply as his heir or heirs. The rule in *Shelley's case* had been said to give effect to the general, as distinguished from the particular, intention of settlors and testators (see per Lord Cairns in *Bowen v. Lewis*, 9 App. Cas., at p. 907), but the rule had the demerit of sacrificing in almost every case an intention which was clear and unmistakable to an intention which was by no means clear, and which was rather attributed

to, than expressed by, the settlor or testator (see per Lord Bramwell, *Ibid.*, at p. 921). But, unsatisfactory as the rule was if attempted to be defended on the ground that it gave effect to a settlor's or testator's intentions, it must not be forgotten that it produced a very beneficial practical effect by rendering property more marketable than it otherwise would be. The rule might be justified and approved on that ground, as was pointed out by Fry, L.J., in *Re Parry and Daggs* (34 W. R. 353, 31 Ch. D. 134). Had it not been for the good practical results of the rule, the courts would probably have struggled to escape from it rather than have consistently upheld it and applied it whenever it had been technically correct to do so. No one could study the mass of decisions on that subject without being struck with the extent to which the rule in *Shelley's case* had been carried, and with the comparatively few cases to which the doctrine laid down in *Archer's case* had been held applicable. That was the more remarkable as the rule in *Archer's case* gave effect to, whilst the rule in *Shelley's case* almost always defeated, the particular intention of the settlor or testator. However, his lordship had found no case in which the doctrine in *Archer's case* had been applied to a limitation to "heirs" in the plural, but in the present case, although the expression "heir or heirs" occurred, that expression, in his opinion, was used in the sense of "heir" in the singular, as he had pointed out. The conclusion at which his lordship had arrived was in accordance with passages to be found in Mr. Butler's note in Co. Litt. 377a, and in Mr. Fearne's celebrated book on Contingent Remainders, pp. 188, 189, and in 1 Hayes' Conveyancing, 543. It was quite clear that those great conveyancers (and also Mr. Hargrave, who was quoted by Butler) were of opinion that a limitation in the form adopted in the deed under consideration would suffice to give Owen Evans' heir or heirs an estate in fee by purchase, and his lordship had no doubt the deed had been framed as it was on the faith of the correctness of their opinion. The appeal must, therefore, be allowed.

BOWEN, L.J., said he was of the same opinion, and believed the conclusion the court had arrived at was the one which would have the approval of the great conveyancers of the past.

KAY, L.J., in a written judgment, said the rule in *Shelley's case*, which was said to be much older than that case, was a rule of law, not a rule of construction. Whatever its origin, a study of the cases held to come within it justified the observation that there was no rule which had been adhered to more inflexibly. Certainly in the present day the courts would not be disposed to depart from the old cases in order to facilitate the tying up of land by what seemed a very useless form of contingent remainder. But the construction of the document must be independent of any rule. It was not illegal to limit a contingent remainder to take effect after any number of successive life estates to persons in being, nor to make the contingency a contingency of the person to take—as, for instance, to A., B., and C. successively for life, and at the death of the survivor to the right heirs of D. No life estate being given to D., the limitation to his heirs must take effect as a contingent remainder, if at all. Numerous other instances might be given. When the gift was to the heir or heirs of anyone who took a life estate under the same instrument, the construction that by such words a person was designated who was to take by purchase was one against which the courts had very strongly leaned, though there were established exceptions. The rule in *Shelley's case* applied in terms when the word used was "heirs" in the plural. The addition of the ordinary words of inheritance "and their heirs" made no difference, even though appended to the words "heirs of the body." But if the word "heir" in the singular were used in a devise, as to A. for life with remainder to his heir, the rule still applied (*King v. Melling*, 1 Vent. 215). However, where "heir" in the singular was used, the case was more easily taken out of the rule. The addition of words of limitation as "and the heir or heirs of the body of that heir" were held, then, to be sufficient to shew that the heir was *persona designata* (*Archer's case*, *King v. Melling*, *Greaves v. Simpson*). In the present case the limitation was by deed, not by will. It was in effect, subject to an overriding power of appointment, "to the use of Owen Evans and his assigns during his life without impeachment of waste." That was one indication of the intention to give him a life estate only. No doubt it had been held that the permission to commit waste was not alone sufficient to exclude the application of the rule. Then followed other life estates, and after the death of the survivor a general power of appointment by will to Owen Evans, and, in default of such appointment, "to the use of such person or persons as, at the decease of the said Owen Evans, shall be his heir or heirs-at-law and of the heirs and assigns of such person or persons." If it had not been for the use of the word "heirs," the case would have been governed by the decision in *Archer's case*. But the singular word "heir" was not alone used, but the words were "shall be his heir or heirs." Summing up the several indications that those words pointed to a particular person to be ascertained on the decease of Owen Evans, they were these:—(1) the relief from impeachment of waste which was usually attached to a life estate; (2) the use of the words "such person or persons"; (3) the very significant expression "as at the decease of the said Owen Evans shall be his heir or heirs-at-law," which certainly pointed to some individual or individuals to be then ascertained, and not to the whole line of heirs of Owen Evans *in infinitum*; and, adding to those indications (4) the last words "and of the heirs and assigns of such person or persons," it seemed to his lordship that the intention of the deed to designate a particular person or persons, who were to be contingent till the death of Owen Evans, and who might then be an individual or co-parcener, was almost irresistible. It was quite true that each of those several indications standing alone had been considered insufficient where the plural word "heirs" was used—the authorities had been mentioned by Lindley, L.J., and his lordship need not refer to them again—but he could find no case in which all these circumstances had

concurred. As matter of construction, his lordship arrived very confidently at the conclusion that the true construction of the deed was to make Owen Evans tenant for life only, with a contingent remainder in fee to the person or persons who might be his heir at his death. When the particular intention admitted of reasonable doubt it might be quite right to let the general intention prevail. That had been often illustrated, not only in cases within the rule, but in the very numerous cases in which inartificial words in wills had been construed to create an estate tail. But when there was really no reasonable doubt as to the meaning of the words, such a mode of dealing with limitations seemed to his lordship inadmissible.—COUNSEL, *Renshaw, Q.C.*, and *Lawrence H. Jenkins*; *Warmington, Q.C.*, and *H. M. Williams*. SOLICITORS, *Peacock & Goddard*, for *Jenkins & Evans*, Cardigan; *Holt, Beever, & Co.*, for *A. & I. Evans & Stephens*, Cardigan.

[Reported by *ARTHUR LAWRENCE*, Barrister-at-Law.]

**Re ANGLO-AUSTRIAN PRINTING AND PUBLISHING UNION (LIM.)**; *Ex parte* **SIR H. ISAACS**, *Ex parte* **KEGAN PAUL**—No. 2, 11th April.

**COMPANY—WINDING UP—CONTRIBUTORY—DIRECTOR'S QUALIFICATION—ACTING AS DIRECTOR—IMPLIED CONTRACT WITH COMPANY TO TAKE QUALIFICATION SHARES.**

This was an appeal from the decision of *Stirling, J.* (reported 40 W. R. 362). Two summonses were taken out in the winding up of the above-named company, asking that the names of Sir H. Isaacs and C. Kegan Paul might respectively be removed from the list of contributors of the company. The company was incorporated in November, 1889, with a nominal capital of £500,000, divided into 25,000 preference and 25,000 ordinary shares of £10 each, and with power to increase the capital and to borrow money on debentures. The object of the company was to purchase from one Horatio Bottomley thirteen businesses in Austria and Hungary, and to carry on in Austria and Hungary and elsewhere the business of paper makers, printers, booksellers, stationers, newspaper proprietors, dealers in printed publications, advertising agents, and other similar businesses. The memorandum and articles of association were signed by Sir H. Isaacs, H. Bottomley, and five other gentlemen, in respect of one share each. Article 71 of the articles of association provided that the qualification of a director should be the holding of shares in the company of the nominal amount of £1,000; that first director might act before acquiring his qualification, but should in any case acquire the same within one month from his appointment, and unless he should do so should be deemed to have agreed to take the said shares from the company, and the same should be forthwith allotted to him accordingly. Article 72 provided that the first directors of the company should be Sir H. Isaacs and H. Bottomley, and such other five persons as should be appointed in writing under the hands of a majority of the subscribers of the memorandum of association, and that such first directors should hold office until the ordinary general meeting in the year 1892. Sir H. Isaacs accepted the office of director, acted as such, and was present at every meeting of the directors from the 24th of February, 1890, down to the 24th of March, 1891. He never applied to the company for any shares, nor did he ever receive notice of any allotment of shares to him; and his name was not entered on any register of the company. Kegan Paul did not sign the memorandum or articles of association, and was not named a director in the articles, but he was on the 21st of February, 1890, appointed in writing by a majority of the subscribers of the memorandum of association under the power contained in article 72, and accepted office and acted as director from the 24th of February, 1890, to the 24th of March, 1891. The company was, upon a shareholder's petition, ordered to be wound up in May, 1891, and the names of Sir H. Isaacs and Kegan Paul had been placed on the list of contributors in respect of 100 shares each. *Stirling, J.*, decided that under the circumstances an agreement was to be implied between Sir H. Isaacs and Kegan Paul respectively and the company that they would take from the company, and that the company would allot to them, the necessary qualification shares, and that, therefore, Sir H. Isaacs and Kegan Paul were properly settled on the list of contributors in respect of such shares. Sir H. Isaacs and Kegan Paul appealed. It was contended on their behalf that the articles of association did not amount to an agreement between them and the company, and that as they had never been put upon the register of shareholders, and never had any shares allotted to them, they were not liable as contributors, and that the mere fact of their acting as directors did not make them so liable.

**THE COURT (LINDLEY, BOWEN, and KAY, L.J.J.),** without calling upon the counsel for the respondent, the official receiver, dismissed the appeal.

**LINDLEY, L.J.**, in delivering judgment, said that he could not improve upon the judgment of *Stirling, J.* That judgment had placed the matter in its right light, and it seemed that at last the court had before it articles of association in a form sufficient to fix as contributors of the company directors who had acted without duly obtaining their qualification shares. The articles were peculiarly worded, and he had never seen any like them before. His lordship then read articles 71 and 72, and said that, treating them as an offer by the company of the terms on which directors were to act, Sir H. Isaacs had signed these articles and became and acted as a director for more than a month. How could it afterwards be said that there was no contract on his part? He had assented to be treated as if he had agreed to take the shares from the company, and the company were to be treated as having agreed to allot them accordingly.

**BOWEN, L.J.**, said that the draftsman who had prepared the articles of association had succeeded in getting out of the decisions in the case of *Re Wheal Buller Consols* (36 W. R. 723, 38 Ch. D. 42) and *Onslow's case* (3 Times L. R. 42, 551), under which directors had escaped liability. The

articles in question went further than the articles in either of these cases, and amounted to a combination of them. The effect of signing the articles was this, that as soon as the signatory acted as a director, and was recognized by the company as a director, the articles shewed the terms implied in the contract between him and the company. Sir H. Isaacs had in effect said that if he did not take the qualification shares within a month he should be deemed to have become a member of the company in respect of those shares.

**KAY, L.J.**, concurred on the ground that Sir H. Isaacs, having the articles before him, had deliberately acted as director for more than a month, and even for more than a year, and that by the acceptance of the office of director his contract with the company was completed.

**BOWEN, L.J.**, desired to add that he was satisfied that the decision of the court in this case was travelling on the same lines as the judgment of the court in the case of *Re Wheal Buller Consols*.

Their lordships also dismissed the appeal of Kegan Paul, being of opinion that the same principles applied as in the case of Sir H. Isaacs.—COUNSEL, *Buckley, Q.C.*, and *E. S. Ford*; *Hastings, Q.C.*, *Muir Mackenzie*, and *Arnold White*. SOLICITORS, *D. P. Boot*; *Gush, Phillips, Walters, & Williams*.

[Reported by *W. A. G. Woods*, Barrister-at-Law.]

## High Court—Chancery Division.

**Re ORMEROD'S SETTLED ESTATES**—North, J., 12th April.

**SETTLED LAND ACTS, 1882 AND 1890—IMPROVEMENTS PRIOR TO ACT—ARRANGEMENT BETWEEN TENANTS FOR LIFE FOR PAYMENT OUT OF INCOME.**

This was an application by a tenant for life in possession asking that the costs of improvements and of parliamentary opposition during the lifetime of the last tenant for life might be paid out of capital. The testator by whose will the settlement was created died in 1875. His widow died in July, 1890. On her death the applicant became tenant for life in possession. The parliamentary expenses had been incurred in opposing certain water Bills in the interests of the estate. The improvements executed were of the nature of those specified in the Settled Land Act: some were executed prior and others subsequent to the passing of the Settled Land Act. The money had been found by the widow upon the security of a bond by the present tenant for life to recoup her estate at her death. From this liability the present tenant for life now sought relief by asking the court to recoup the money out of the settled estate. No scheme of the improvements had been submitted before their execution to the trustees or the court, as required by the Settled Land Act, and the question was raised in argument whether section 15 of the Settled Land Act, 1890, dispensing with such scheme, can be applied to the state of things before the Settled Land Act of 1882.

**NORTH, J.**, after stating the facts, said that as to the parliamentary expenditure it was obviously incurred by and forced on the tenant for life for the purpose of defending the estate. Independently of section 36 of the Settled Land Act, 1882, there was power for the court to refund expenses so incurred: *Re Earl Delavarr's Estates* (29 W. R. 350, 16 Ch. D. 587). Section 36, however, did give a power that did not exist before of mortgaging the estate for that purpose. As to the expenditure upon improvements, the learned judge did not propose to allow expenses incurred before the Settled Land Act, 1882. It was not necessary to decide whether he had power to allow them, having regard to section 15 of the Act of 1890. It might be that that section was confined to cases in which a scheme might have been submitted and was not. But he was willing to assume it went further back. But even if it did, the expenditure could not now be paid for out of capital. The tenants for life having taken upon themselves to pay for these improvements out of their income, he saw no reason to relieve them because an Act had been passed since. As regards all that was done deliberately when there was no power to charge the estate, he saw no reason to grant relief. As to the improvements executed since the Act of 1882, they were all matters properly chargeable under that Act, had a scheme been submitted; there being evidence that it was proper expenditure on behalf of the estate, those expenses would be allowed.—COUNSEL, *Coxon-Hardy, Q.C.*, and *Alfred Bailey; Wace; Wright*. SOLICITORS, *Baileys, Shaw, & Gillett; Rouclifftes, Rawle, & Co.*, for *Fullager & Hulton*, Boston.

[Reported by *G. B. M. Coore*, Barrister-at-Law.]

**THE MERCANTILE INVESTMENT, &c., CO. (LIM.) v. RIVER PLATE TRUST, &c., CO. (LIM.)**—North, J., 12th April.

**COMPANY—DEBENTURES—LANDS OUT OF JURISDICTION.**

This was a motion in a debenture-holders' action on the part of the plaintiffs for the appointment of a receiver of the rents and profits and of the proceeds of sale of one-half of 17,500,000 acres of land in Lower California, which was charged with the payment of debentures issued by the International Co. of Mexico as a first charge on the said land, and secured by an indenture dated March 10, 1888, and made between the International Co. of Mexico of the first part (the borrowers), the River Plate Trust, &c., Co. (trustees for the lenders) of the second part, and certain gentlemen who formed a committee for the protection of the bondholders of the third part. The said land of the International Co. was hypothecated to the trustees as security, and the committee had power to require the trustees to perfect their title to the land by registering in Mexico, which was necessary to enable the mortgagees to enforce their security in the Mexican

Courts. This, which it was necessary to do within a certain time, was never done, so that the right of the debenture-holders to enforce their security in *rem* in Mexico lapsed. In May, 1889, under a scheme of reconstruction, the said lands were assigned by the International Co. to the Mexico Land and Colonization Co. (an English company), who perfected their title by registering in Mexico. The scheme provided that preference shares in the English company were to be substituted for the debentures of the International Co. A majority of the debenture-holders accepted the preference shares in exchange for their debentures, but the plaintiffs and others did not come in, and it has been decided in an action in the Queen's Bench Division that they were not bound by the scheme. The International Co. did not appear on the motion.

**NORTH, J.**, said that the English company took very high ground indeed in answer to the plaintiffs' motion. They said that they were under no obligation in this country whatever to the plaintiffs in respect of the land, and that such remedy as the plaintiffs had must be in Mexico against the land; that though the plaintiffs were domiciled in England, they must go to Mexico to sue the owners of the land, who were also domiciled and resided in England; and further, it appeared if they were to sue, as suggested, in Mexico, they would be met with the fact that according to the law of Mexico they had no title to the land by reason of default in registration, and so had no remedy. The case of the English company amounted to saying that they were entirely irresponsible in dealing with the proceeds of the land, although the land was charged in favour of the debenture-holders. The case of the English company was put so high that if it could be sustained it would justify them in saying a great deal more than they had said. But in his lordship's opinion the plaintiffs were not necessarily so utterly without remedy against persons domiciled in this country as was alleged. His lordship then referred to *Lord Craufurd v. Johnston* (3 Ves. jun. 170), where a judgment creditor who had availed himself of the law of St Christopher's to obtain land in that island on sale under his own execution was only allowed to retain it as security for his debt and expenses, in which the Master of the Rolls said, "It is said this court has no jurisdiction, because it is a proceeding in the West Indies. It has been argued very sensibly that it is strange for this court to say it is void by the laws of the island or for want of notice. I admit I am bound to say that according to those laws a creditor may do this. To that law he has had recourse and wishes to avail himself of it; the question is whether an English court will permit such a use to be made of the law of that island or any other country. It is sold, not to satisfy the debt, but in order to get the estate, which the law of that country never could intend, for a price much inadequate to the real value, and to pay himself more than the debt, for which the suit was commenced, and for which only the sale could be helden. It was not much litigated that the courts of equity here have an equal right to interfere with regard to judgments or mortgages upon the lands in a foreign country, as upon lands here. Bills are often filed upon mortgages in the West Indies. The only distinction is that this court cannot act upon the land directly, but acts upon the conscience of the person living here. . . . I will lay down the rule as broad as this, this court will not permit him to avail himself of the law of any other country to do what would be a gross injustice." Applying the principles of this judgment, it would be unconscionable to allow the defendants here, who had registered their title in Mexico and obtained dominion over it with notice of the plaintiffs' charge over the property, but whose title had not been, and could not now be, perfected by registration, to do what they liked with the proceeds of such property to the detriment of the debenture-holders. It was extremely important that the English company and its directors should know that they and their officers, if they obtained possession of the proceeds of the land, would be individually liable if they misappropriated such proceeds without making due provision for the rights of the debenture-holders, and would be restrained from parting with such proceeds in their hands. His lordship, however, said that he would not appoint a receiver, for two reasons. In the first place, under the indenture of March 10 the plaintiffs were not entitled to a receiver, for under its provisions the committee were, on default by the borrowing company, to take possession and realize either in the exercise of their own discretion or upon the request in writing of half the outstanding debenture-holders, and the committee had not exercised their discretion or been formally called upon to take possession, so that, even had their title been perfected by due registration, there would be no case for a receiver. And in the second place, his lordship was of opinion on the evidence that the appointment of a receiver would be of no effect.—COUNSEL, *Cozens-Hardy, Q.C.*, and *Vernon Smith; Sir Horace Dacey, Q.C.*, and *A. R. Kirby; W. F. Hamilton*. SOLICITORS, *Badham & Williams; Norton, Rose, Norton, & Co.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**ROSENTHAL v. REYNOLDS**—North, J., 8th April.

TRADE-MARK—LETTERS—DISCLAIMER.

The plaintiff was a corset manufacturer. He had registered four trade-marks for corsets. Each of these trade-marks consisted of a label bearing the letters "W. R." in combination with a fancy name or in combination with a device. When registering the trade-marks he had on each occasion disclaimed the right to the exclusive use of the said letters. The present application was for an injunction to restrain the defendant's firm from using the letters "W. R." on corsets manufactured by them, on the ground that the plaintiff had acquired for his corsets the name of "W. R." corsets, and that hence the use of those letters by the defendants was calculated to mislead the public.

**NORTH, J.**, said that the fact that the plaintiff had solemnly disclaimed the right to the exclusive use of the letters "W. R." was sufficient reason to prevent him granting the injunction asked for.—COUNSEL, *Cozens-Hardy*.

*Q.C., and Sebastian; Moulton, Q.C., and Swinfen Eady. SOLICITORS, Wm. Morley; Field, Roscoe, & Co., for Whetstone & Frost, Leicester.*

[Reported by G. B. M. COOK, Barrister-at-Law.]

**HOPE v. HOPE**—Stirling, J., 12th April.

MARRIED WOMAN—ACQUISITION OF REAL PROPERTY—DEATH WITHOUT MAKING ANY DISPOSITION—DEVOLUTION—TENANCY BY THE CURTESY—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1, SUB-SECTION (1), AND s. 5.

This was a friendly action brought by an infant against his father to determine whether the father was entitled to an estate by the curtesy in certain real estate which belonged to his wife, the mother of the infant. Mr. and Mrs. Hope were married before the Married Women's Property Act, 1882, came into operation. After the commencement of the Act Mrs. Hope became entitled to the legal estate in an undivided share of certain real property and died without having disposed of the same. The question was, whether in consequence of the Act the property passed to her heir, to the exclusion of her husband's title as tenant by the curtesy. Section 1, sub-section (1), of the Act provides that "a married woman shall, in accordance with the provisions of this Act, be capable of acquiring, holding, and disposing by will or otherwise of any real or personal property as her separate property in the same manner as if she were a *feme sole* without the intervention of any trustee." Section 5 provides that "every woman married before the commencement of this Act shall be entitled to have and to hold, and to dispose of in manner aforesaid, as her separate property all real and personal property her title to which . . . shall accrue after the commencement of this Act. . . ." For the plaintiff it was contended that the property passed directly to the heir, for that the effect of the words "in the same manner as if she were a *feme sole*" was to destroy the right of the husband. On behalf of the defendant it was submitted that the object of the Act was to increase the power of disposition of married women, and not to take away by implication rights which had for centuries vested in a husband in respect of his wife's property, and that the effect of the Act should not be extended beyond such object.

**STIRLING, J.**, in giving judgment, said that the estate which had accrued to the wife was a legal estate, and apart from the Married Women's Property Act, 1882, there would have been no question as to the husband's right to tenancy by the curtesy. The question was, whether the words of the Act were sufficient to exclude the husband's title as tenant by the curtesy? Section 1 provided that, in regard to the acquiring, holding, or disposition of any real or personal property, the rights of a married woman were to be the same as if she were a *feme sole*, and so far as any rights of her husband or any other person stood in the way of giving full effect to that provision they must of course be put aside. But the question here was not as to the acquiring, holding, or disposition of any property, but as to the devolution of the property on her death. It appeared to his lordship that he ought not to extend the Act beyond its express provisions. In other Acts where the Legislature had intended to interfere with the devolution of property, express provisions had been inserted to that effect; for instance, in the Divorce Act, 1857, it was provided that in every case of a judicial separation the wife was to be considered as a *feme sole* in respect of the acquisition, devolution, and disposition of property by her, and that on her decease the same should, in case she died intestate, go as the same would have gone if her husband had been then dead. Here there was no such provision in the Act. Then if the analogy of courts of equity in dealing with separate estates was to be regarded, it appeared to his lordship that that analogy was opposed to the claim on the part of the infant. As regarded property settled simply to the separate use of a married woman, that was dealt with by the late Master of the Rolls in the case of *Cooper v. Macdonald* (26 W. R. 377, 7 Ch. D. 288), who said at p. 296: "The right to the separate use entitled the wife to dispose of it as much against the husband's estate by the curtesy as against the son's estate as heir. It enabled her to make a pure and clear disposition of it, and in that way it was wholly independent of the husband. But that is no reason for carrying it a step beyond. The separate use, if I may say so, is exhausted when the wife has died without making a disposition. She enjoyed the income during her life, and she has not thought fit to exercise that which was an incident of her separate estate, the right of disposing of her property. Why should equity interfere further with the devolution of the estate?" *Mutatis mutandis* that applied to the Act of 1882, for the object of the Legislature was similar to that which courts of equity entertained, only the Legislature, having a power which the courts had not, carried it further by enacting that all the legal rights which an unmarried woman would have with reference to the matters in question should be conferred upon married women. The Legislature seemed by the use of the words *feme sole* to have intended that the separate use should be treated not merely as an equitable, but as a legal incident, to the estate of a married woman. That relieved his lordship from the necessity of considering the cases referred to in Roper on The Law of Husband and Wife, p. 24, in which it had been held that, where the language of a settlement went beyond a mere limitation to the separate use of a married woman, equity would give effect to that language. In one of the cases there cited the property was settled so as to exclude the husband altogether. His lordship could not find any indication that the Legislature intended to exclude the husband altogether. As regarded the acquiring, holding, and disposing of property belonging to a married woman, there was such an indication, and effect must be given to it; but as regarded the devolution of such property there was no such indication, and the husband was entitled to his full rights, including an estate during his life as tenant by the curtesy.—COUNSEL, *T. L. Wilkinson; Abrahams*. SOLICITORS, *Howard & Atherton; Maynard & Son*.

[Reported by W. A. G. Woods, Barrister-at-Law.]

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held July 15, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, the 29th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned, and of which notice has been duly given:—

Mr. Charles Ford will ask:

#### LUNACY PROCEDURE.

1. "To what cause the present serious delay in lunacy proceedings is due, and whether the council is prepared to make representations upon the subject to the proper authority with a view to securing some approach to a reasonable despatch of business in this department?"

#### LAW SOCIETY CLUB.

2. "Whether the council has it in contemplation to retake possession of the club premises in order to make this extensive part of the society's buildings available for the general purposes of the society, and for use by all members of the society without any additional contribution to the funds of the society?"

#### MOTIONS IN CHANCERY.

3. "Whether in the interests of suitors there is any hope of effect being given to the resolutions of the society as regards motions in the Chancery Division being entered in a list and taken in their order in such list?"

#### AUDIENCE OF SOLICITORS IN COUNTY COURTS.

4. "Whether the council is taking or intends to take any action to give effect to the almost unanimous opinion of the numerous provincial law societies, that section 72 of the County Courts Act ought to be repealed so that one solicitor may instruct another solicitor to appear as an advocate in a county court?"

#### LEGAL EDUCATION.

Mr. Charles Ford will call attention to the neglected state of legal education as regards articled clerks, and will move:

"That in the opinion of this society the growing professional competition between solicitors and barristers calls for a better system of legal education for all articled clerks."

#### FORGED TRANSFERS OF STOCK.

Mr. F. K. Munton will move:

"That with a view of securing to registered transferees of stocks and shares an undoubted title to their property, or its equivalent, this society recommends that the provisions of the Forged Transfers Act, 1891, should be adopted by all companies, corporations, and public bodies within the meaning of the Act."

## LEGAL NEWS.

### OBITUARY.

Mr. GEORGE LATHOM BROWNE, barrister-at-law, died at his residence, No. 16, Westbourne-park-villas, on the 12th inst. Mr. Browne was the third son of Mr. William Browne. He was born on the 5th of November, 1815. He was educated at St. John's College, Oxford, and was second class in Classics and also in Mathematics. He was formerly a revising barrister. He was joint author of Reports of Trials for Murder by Poisoning and author of a work on the Parliamentary and Municipal Registration Act, 1878. He was called to the bar at the Middle Temple in Trinity Term, 1841. He married, on the 23rd of April, 1848, Maria Christian, second daughter of Captain John Forbes, R.N.

### APPOINTMENTS.

Mr. CHARLES FREDERICK ALMOND, solicitor, of Brentford, has been appointed a Commissioner for Oaths. Mr. Almond was admitted in November, 1883.

Mr. ALFRED BILTON, solicitor, of 85, Devonport-road, Uxbridge-road, W., has been appointed a Commissioner for Oaths. Mr. Bilton was admitted in Hilary, 1865.

Mr. WILLIAM LA COSTE BOWDEN (Griffiths & Bowden), solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Bowden was admitted in December, 1885.

Mr. PHILIP WILLIAM POOLE BRITTON (Upton & Britton), solicitor, of 51, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Britton was admitted on the 2nd of March, 1886.

Mr. ARTHUR GRAVELY BATLEY, solicitor, of Rolls-chambers, 89, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Batley was admitted in April, 1881.

Mr. RICHARD EDWARD COOKE (Cooke & Son), solicitor, of Luton, has been appointed a Commissioner for Oaths. Mr. Cooke was admitted in December, 1885.

Mr. LUTHER DAVIS, solicitor, of Abergavenny, has been appointed a Commissioner for Oaths. Mr. Davis was admitted in February, 1886.

Mr. ISAAC FRYDE, solicitor, of Sunderland, has been appointed a Commissioner for Oaths. Mr. Fryde was admitted in June, 1883.

Mr. CHARLES BECKHAM GEAKE, solicitor, of Wimbledon, has been appointed a Commissioner for Oaths. Mr. Geake was admitted in December, 1878.

Mr. JOHN WILLIAM BERNARD HESLOP, solicitor, of Barnard Castle, has been appointed a Commissioner for Oaths. Mr. Heslop was admitted in August, 1885.

Mr. CHARLES CATER HARDING, solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. Harding was admitted in August, 1885.

Mr. GEORGE CHARLES HUGHES (Hughes, Hooker, & Co.), solicitor, of 26, Budge-row, Cannon-street, E.C., has been appointed a Commissioner for Oaths. Mr. Hughes was admitted in June, 1883.

Mr. WILFRID JAMES HOMWOOD, solicitor, of 10, Old Jewry-chambers, E.C., has been appointed a Commissioner for Oaths. Mr. Homwood was admitted in February, 1886.

Mr. CHARLES BENJAMIN HARRIS (Harris & Harris), solicitor, of Sittingbourne, has been appointed a Commissioner for Oaths. Mr. Harris was admitted in October, 1887.

Mr. JOHN JAMES KING, solicitor, of Ipswich, has been appointed a Commissioner for Oaths. Mr. King was admitted in August, 1877.

Mr. HERBERT LAW, solicitor, of Waterfoot, near Manchester, has been appointed a Commissioner for Oaths. Mr. Law was admitted in December, 1887.

Mr. WILLOUGHBY ASTON LITTLEDALE (Littledale & Lefroy), solicitor, 7, King's Bench-walk, Temple, E.C., has been appointed a Commissioner for Oaths. Mr. Littledale was admitted in April, 1883.

Mr. ARTHUR THOMPSON LONGBOTTOM (Longbottom & Sons), solicitor, of Halifax, has been appointed a Commissioner for Oaths. Mr. Longbottom was admitted in December, 1885.

Mr. HENRY BERNARD JOSEPH PARKER (Parker, Garrett, & Parker), solicitor, of The Rectory House, St. Michael's-alley, Cornhill. Mr. Parker was admitted in April, 1879.

Mr. BENJAMIN GREENE LAKE (Lake, Beaumont, & Lake), solicitor, of 10, New-square, Lincoln's-inn, W.C., has been appointed a Commissioner for Oaths for the High Court at Madras. Mr. Lake was admitted in Michaelmas, 1861, after passing the Final Examination with honours. He was elected a member of the Council of the Incorporated Law Society in 1873, and filled the office of president in 1888-89. He is a commissioner for oaths for Fort William, Bengal, a commissioner for oaths, and a perpetual commissioner.

Mr. HUMPHREY WROE ROBERTS (Chapman, Roberts, & Beck), solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Roberts was admitted in July, 1884.

Mr. HENRY ALFRED THOMAS, solicitor, of Llandovery, has been appointed a Commissioner for Oaths. Mr. Thomas was admitted in April, 1885.

Mr. GERALD KYFFIN TAYLOR (Lamb & Taylor), solicitor, of Liverpool, has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in December, 1884.

Mr. JAMES BENJAMIN FLEETWOOD WHITESIDE, solicitor, of Preston, has been appointed a Commissioner for Oaths. Mr. Whiteside was admitted on the 22nd of July, 1879.

Mr. KENNETH THOMAS MACTURK (Burland & Macturk), solicitor, of South Cave, Yorkshire, has been appointed a Commissioner for Oaths. Mr. Macturk was admitted in December, 1885. He is clerk to the South Cave and Wallingden Local Board, steward of the manors of Hook, South Newbald, and Taxfleet.

Mr. ARTHUR FRENCH MANT, solicitor, of Storrington, Sussex, has been appointed a Commissioner for Oaths. Mr. Mant was admitted in October, 1883.

Mr. JAMES ARTHUR MARIGOLD (Beale & Co.), solicitor, of 28, Great George-street, Westminster, and Birmingham, has been appointed a Commissioner for Oaths. Mr. Marigold was admitted in July, 1885.

Mr. EDWARD GIBSON NISBET (Nisbet & Hinds), solicitor, of 95, Leadenhall-street, E.C., has been appointed a Commissioner for Oaths. Mr. Nisbet was admitted in February, 1885.

Mr. ROBERT AUGUSTUS NEWILL, solicitor, of Wellington, Salop, has been appointed a Commissioner for Oaths. Mr. Newill was admitted in February, 1886. He is clerk to the magistrates of Wellington.

Mr. ARTHUR EDGAR RAMSDALE, solicitor, of Longton, Staffordshire, has been appointed a Commissioner for Oaths. Mr. Ramsdale was admitted in November, 1885.

Mr. JOHN HONISON RICHARDSON, solicitor, of Bradford, has been appointed a Commissioner for Oaths. Mr. Richardson was admitted in March, 1878.

Mr. WILLIAM WALLING SMITHSON (Smithson & Turner), solicitor, of Lendal, York, has been appointed a Commissioner for Oaths. Mr. Smithson was admitted in March, 1881.

Mr. JOSHUA FEARNSIDE SINCLAIR (Fawcett, Sinclair, & Atkinson), solicitor, of Otley, Yorkshire, has been appointed a Commissioner for Oaths. Mr. Sinclair was admitted in Easter, 1875.

Mr. ARTHUR WALDIE TEMPLE, solicitor, of Bridport, has been appointed a Commissioner for Oaths. Mr. Temple was admitted in November, 1885.

April 23, 1892.

## CHANGES IN PARTNERSHIP.

## DISSOLUTIONS.

WALTER WILLIAM ALDRIDGE and WILLIAM MORRIS, solicitors (Aldridge, Thorn, & Morris), 31, Bedford-row, London. April 11.

ALBERT BESANT and ALFRED WILLS, solicitors (Besant & Wills), 12, Union-street, Portsea. Feb. 6. The said Alfred Wills retiring from the said firm.

WILLIAM DANIEL HENRY OEHME, THOMAS CHARLES SUMMERHAYS, and WILLIAM ERNEST ALDIS, solicitors (Oehme, Summerhays, & Co.), formerly at Gresham House, Old Broad-street, and afterwards at Eastcheap-buildings, Eastcheap, London. Sept. 30, 1891. The said Thomas Charles Summerhays practises at Eastcheap-buildings aforesaid, and the said William Ernest Aldis practises at 4, Queen-street-place, Queen-street, London, and at Geraldine-road, Wandsworth.

JAMES THOMAS WRIGHT and ARTHUR WRIGHT, solicitors (Wright & Wright), 11, Queen Victoria-street, London. March 1.

[*Gazette*, April 15.]

## GENERAL.

The courts of the registrars in bankruptcy reopened this week in the new building at the west end of Carey-street. The building was described *ante*, p. 161. The connection between Portugal-street and insolvency, thus finally terminated, dates, says the *St. James's Gazette*, from the earliest years of the century, and though the life of the old Portugal-street building has extended over no more than eighty years, it has seen no fewer than sixteen Bankruptcy and Insolvency Acts, involving quite half a dozen entire changes in policy. It is intended to utilize the buildings for the business of the lately-amalgamated Land Registry and Middlesex Registry of Deeds and the courts of the official referees.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, April	25	Mr. Jackson	Mr. Rolt
Tuesday	26	Clowes	Farmer
Wednesday	27	Jackson	Rolt
Thursday	28	Clowes	Farmer
Friday	29	Jackson	Rolt
Saturday	30	Clowes	Farmer
		Mr. Justice STIRLING.	Mr. Justice ROMER.
Monday, April	25	Mr. Ward	Mr. Godfrey
Tuesday	26	Pemberton	Leach
Wednesday	27	Ward	Pugh
Thursday	28	Pemberton	Beal
Friday	29	Ward	Pugh
Saturday	30	Pemberton	Beal

## EASTER Sittings, 1892.

## COURT OF APPEAL.

## APPEAL COURT, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Tues., April 26 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and new trial paper

Wed. 27 New trial paper

Thursday 28 Bkcy apps and new trial  
paper

Saturday 30 New trial paper

Mon., May 2 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and Q B final apps

Tuesday 3 Q B final apps

Wednesday 5

Friday 6 Bkcy apps and Q B final  
apps

Saturday 7 Q B final apps

Monday 9 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and new trial paper

Tuesday 10

Wednesday 11 New trial paper

Thursday 12

Friday 13 Bkcy apps and new trial  
paper

Saturday 14 New trial paper

Monday 16 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and Q B final apps

Tuesday 17

Wednesday 18 Q B final apps

Friday 20 Bkcy apps and Q B final  
apps

Saturday 21 Q B final apps

Monday 23 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and new trial paper

Tuesday 24

Wednesday 25 New trial paper

Thursday 26

Friday 27 Bkcy apps and new trial  
paper

Saturday 28 New trial paper

Monday 29 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and Q B final apps

Tuesday 30

Wednesday 31 Q B final apps

Thursday 1

Friday 2 Bkcy apps and Q B final  
apps

Saturday 3

Monday 4 App. motns ex pte—orgl  
mots — apps from orgls  
made on interlocutory mots  
and new trial paper

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Tuesday, Wednesday, and Thursday—Witness Actions, Non-Witness Actions (including Further Considerations), or Adjourned Summons as mentioned below. Friday—Motions and Non-Witness Actions or Adjourned Summons.

Saturday—Short Causes, Petitions, and Non-Witness Actions or Adjourned Summons.

Motions will also be heard on the first day of the Sittings—Tuesday, April 26th.

Adjourned Summons, Further Considerations, and Non-Witness Actions will be taken in that order in priority to Actions with Witnesses.

Actions with Witnesses will not be taken before Tuesday, May 10.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

SMITH.—April 6, at 113, Upper Villiers-street, Wolverhampton, the wife of John G. Smith, barrister, of Madras, of a son.

### MARRIAGES.

HARMAN—BIRCH.—April 19, at Northchurch, Herts, John Eustace Harman, of Lincoln's-inn, barrister-at-law, to Ethel Frances, eldest daughter of the Rev. Augustus F. Birch, Rector of Northchurch.

JENKIN—KENNEDY.—April 19, at Christ Church, Lancaster-gate, Lawrence Hugh Jenkins, of Cillman, Cardigan, barrister-at-law, to Catherine Mina, second daughter of the late Andrew Brown Kennedy, of Seacow Lake, Natal, S. A.

LATHAM—CREAVES.—April 13, at the parish church, Audlem, Alexander Mere Latham, of 1, Temple-gardens, barrister-at-law, to Eleanor, second daughter of Hilton Greaves, of Derker, Oldham, and Hanckelton, Cheshire.

### DEATHS.

GIBSON.—April 12, at 2, Worcester-villas, Clifton, Bristol, Thomas Winter Gibson, M.A., of the Western Circuit, barrister-at-law, aged 32.

HEGGERTY.—April 12, at 170, Ivydale-road, Nunhead, William Heggerty, solicitor, of 57, Moorgate-street, E.C.

LEE.—April 14, at 8, Tavistock-place, Tavistock-square, Samuel Lee, M.A., barrister-at-law, of Lincoln's-inn, and the Atheneum Club, Pall Mall, aged 55.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVR.]

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, April 15.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

B. THOMPSON & CO, LIMITED.—Creditors are requested, on or before May 19, to send their names and addresses, and particulars of their debts or claims, to Joshua Rawlinson, 7, Grimsby st, Burnley, Lancaster.

HENRY BROOKS & CO, LIMITED.—Creditors are required, on or before May 14, to send their names and addresses, and particulars of their debts or claims to Allen Henry Philip Stoneham, 28 and 29, St Swithin's lane, Friday, June 3, at 1, is appointed for hearing and adjudicating upon the debts and claims.

IDAHO SYNDICATE, LIMITED.—Creditors are required, on or before May 14, to send their names and addresses, and particulars of their debts or claims, to Harvey & Co, 14, Castle st, Liverpool, solors for liquidators.

MEXICAN TOBACCO PLANTATIONS, LIMITED.—Creditors are required, on or before May 27, to send their names and addresses, and particulars of their debts or claims, to Leonard Broke Willoughby, 101, Leadenhall st, Tatham & Co, 11, Queen Victoria st, solors for liquidator.

UNITED DUTCH OYSTER CO, LIMITED.—Creditors are required, on or before May 7, to send their names and addresses, and particulars of their debts or claims, to Francis Theobald Butler, Esq, M.D., 8, Parchmore rd, Thornton heath, Friday, May 13, at 12, is appointed for hearing and adjudicating upon the debts and claims.

VAN RAILWAY CO.—Pursuant to an order made by North, J, dated March 12, all persons having claims against the Van Railway Co, Limited, are required to send their names, addresses, and descriptions, with full particulars of their debts or claims, to Mr Charles Clark, 20, Gt St Helens, Tuesday, June 14, at 12.30, at the chambers of North, J, is appointed for hearing and adjudicating upon the claims.

WESTWOOD, BAILLIE, & CO, LIMITED.—Petition for winding up, presented April 13, directed to be heard on April 30. Davis & Co, Coleman st, solors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

ZOUTPANSBERG EXPLORATION AND GOLD MINING CO, LIMITED.—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to Frank Andrew Gillam, 245, Cromwell rd, Renshaw & Co, Suffolk lane, solors for liquidators.

#### UNLIMITED IN CHANCERY.

ST. HELENS AND DISTRICT TRAMWAYS CO.—Creditors are required, on or before May 6, to send their names and addresses, and particulars of their debts or claims, to Frederick William Marsh, 14, Cook st, Liverpool. Friday, May 13, at 12, is appointed for hearing and adjudicating upon the debts and claims.

#### riendly SOCIETIES DISSOLVED.

LORD DUNDAS'S UNION SOCIETY, Punch Bowl Inn, Stonegate, York April 11  
STAR OF PROVIDENCE LODGE, Grand United Order of Odd Fellows, Plough Inn, 20, Milner rd, Attercliffe, Sheffield April 8

*London Gazette.*—TUESDAY, April 19.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

C H HEALING, LIMITED.—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to John Henry Jenks, New Broad st, Savage, Ludgate hill, solors for liquidator.

GRAYDON'S DYNAMITE WAR MATERIAL SYNDICATE, LIMITED.—Petition for winding up, presented April 13, directed to be heard before North, J, on Saturday, April 30. Beale & Co, Gt George st, Westminster, petitioners' solors. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

JAMES PIKE, BROTHER, & CO, LIMITED.—By an order made by Chitty, J, dated April 11, it was ordered that the voluntary winding up of the company be continued Poole & Robinson, Union of Old Broad st, solors for petitioners.

PORTAGE STAMP AUTOMATIC DELIVERY CO, LIMITED.—By an order made by Chitty, J, dated April 8, it was ordered that the voluntary winding up of the company be continued Savage & Southern, Gracechurch st, solors for petitioners.

STEVENS, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Becke & Green, 20, Market sq, Northampton, solors for liquidators.

Liverpool and Manchester Business will be taken as follows:—

Motions on days appointed for Motions.

Short Causes, Petitions, and Adjourned Summons on Saturdays.

Summons in Chambers on Friday Afternoons, Liverpool and Manchester Summons being taken on alternate Fridays, commencing with Liverpool Summons on Friday, April 29th.

### CHANCERY COURT, III.

#### MR. JUSTICE ROMER.

Actions transferred for Trial or Hearing only will be taken in the order in the Cause List on every day of the Sittings, from April 26th to June 3rd, both inclusive.

**SWISS ALPINE RAILWAY AND ENTERTAINMENT CO, LIMITED.**—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to John Thornton, 46a, Market st, Manchester Bates & Jellicorse, Manchester, solors for liquidator.

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

#### LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, April 1.

CARTER, EDITH, Worcester. April 30. Carter v Carter, North, J. Westwood, Birmingham

CASE, ALBERT, Cardiff, Market Gardener. May 2. Lloyd v Davies, North, J. Cousins, Cardiff

JOYES, HENRY MARSHALL, Pulborough, Sussex, Grocer. April 28. Joyes v Joyes, Chitty, J. Mant, Storrington

MCCARTHY, MARY, Rope yard Rails, Woolwich. April 23. Mahony v Mahony, Chitty, J. Pidcock. *London Gazette.*—TUESDAY, April 5.

COLTMAN, CHARLES, Leicester, Licensed Victualler. April 26. Nicolson v Allen, Stirling, J. Smith & Co, Bread st

JONES, MARY EMMA, Vevey, Switzerland. April 30. Farrington v Birkley-Forrester, North, J. Way, Chester

KING, ALFRED, Shepperton rd, Islington, Carman. May 2. King v Reynolds, Chitty, J. Chaplin, John st, Bedford row

SMITH, BENJAMIN, Cathay, Bristol, Licensed Victualler. May 6. Gibbs v Adams, Chitty, J. Siby, Bristol

WOLSTENHOLME, JOHN, Bolton, Lancaster, Innkeeper. May 3. Wolstenholme v Holt, Registrar, Manchester. Warburton, Manchester

*London Gazette.*—FRIDAY, April 8.

HORWOOD, JAMES, Arlington rd, Ealing, Builder. May 9. Horwood v Horwood, Chitty, J. Bartlett, Bush lane, Cannon st

*London Gazette.*—TUESDAY, April 12.

DOWDESWELL, GEORGE FRANCIS, Kingsholm Lodge, Gloucester, Barrister-at-Law. May 12. Dowdeswell v Dowdeswell, North, J. Frame, Chancery lane

DYSON, JAMES. May 12. Dyson v Dyson, Chitty, J. Marshall, Halifax

*London Gazette.*—FRIDAY, April 15.

BUCKLEY, EDWIN JAMES, Heywood, Lancaster, retired Gas Engineer. May 14. Chadwick v Buckley, Chitty, J. Chadwick, Bedford row

DOBSON, ZILLAH, Merton Moor, Durham. May 7. Sutherland v Tindale, Registrar, Durham. Langley & Elliot, Stockton on Tees

MILNES, JOHN, Brighouse, York, Vessel Owner. May 20. Milnes v Milnes, North, J. Orford, Manchester

ROUND, EDMUND, Inner Temple, Barrister at Law. May 12. Kennedy v Jones, Kekewich, J. Fulford, Theobald's rd, Gray's inn

SIDNEY, HENRY, Cowpen Hall, Northumberland, Esq. May 16. Sidney v Sidney, Chitty, J. Brunell, Morpeth

TINDALE, WILLIAM, Ewe Hill, Durham, Farmer. May 7. Sutherland v Tindale, Registrar, Durham. Langley & Elliot, Stockton on Tees

## UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, April 5.

BAYLEY, WILLIAM, Crewe, Chemist. April 16. Speakman & Flowerdew, Crewe

BELT, WILLIAM JOON, Bossall Hall, co Yorks. May 13. Pearce & Beeching, Tunbridge Wells

BLAKE, RALPH, New Barnet, Herts. April 30. Indermaur & Brown, Chancery lane

BULLIMER, MULLINER JOSEPH, Bradfield, Essex, Farmer. April 30. Synnot, Manningtree

BUTCHER, JOHN WILLIAM, Stamford grove East, Upper Clapton, Gent. May 14. Vanderpump & Son, Gray's inn

COCK, JOHN, Milldenhall, Suffolk, Farmer. April 16. Houchen & Houchen, Thetford

DE VEE, MARY LUCY, Southampton. May 5. Hore, Hilden, Beckenham, Kent

DOLBEN, JOSEPH, Bagillt, Holywell, Flint, retired Coal Dealer. April 30. Cope, Holywell

ERNSHAW, THOMAS (sen), Totley, co Derby. May 7. Branson & Son, Sheffield

FOGAN, ROBERT, Newcastle on Tyne, Wholesale Tobacconist. May 24. Wilkinson & Marshall, Newcastle on Tyne

FIRTH, JOSEPH, Worthing, Cotton Spinner. April 30. Sager, Todmorden

FOSTER, JOHN, Hadley End, Yoxall, Staffs, Farmer. May 24. Goodger, Burton on Trent

GALE, HENRY, Stapleton Mead, Martock, Somerset, Yeoman. May 5. Bollen, Yeovil

GOWAN, BOYCE EDWARD, St James's sq, retired Colonel in the Army. April 30. Nelson & Co, Essex st, Strand

HALL, THOMAS, Whittington, nr Stourbridge, Staffs, Gent. May 7. Davies, Netherton, Dudley

HARRINGTON, SARAH ANNE RUSSELL, Eastbourne. June 1. Loughborough & Gedge, Austinfriars

HARRISON, WILLIAM, Wolverhampton, Financial Agent. May 10. Fowler & Langley, Wolverhampton

HAWKINS, EDWARD, Bishops Tachbrook, co Warwick, retired Schoolmaster. May 28

HANDLEY & CO, Warwick

HIBBERD, WILLIAM, Northam, Southampton, Dairymen. May 7. Hallett, Southampton

HOLMES, ELIZABETH, Little Salkeld, Addingham, Cumbri. May 10. Arnison & Co, Penrith

HUGGITT, ANN, Edmondsley Colliery, co Durham. May 4. Mabane & Graham, South Shields

JAGO, THOMAS, Plymouth, Gent. May 20. Adams & Croft, Plymouth

KENNETH, HARRIET, Hastings. May 10. Meadows & Co, Hastings

LINGARD, ELIZABETH, Chorlton cum Hardy, nr Manchester. April 30. Marriott & Co, Manchester

LLOYD, MARY ANN, Aston, co Warwick. April 30. Wratilaw, Rugby

LYON, MARTHA MARIA, Plymouth. May 25. Were & Fripp, Plymouth

MARSHMAN, SARAH, Bath. May 5. Tucker, Bath

MARSLAND, ANN, Denholme, Bradford. May 5. Spencer & Clarkson, Keighley

MAUDE, FRANCES ANN, East Retford, Notts. May 31. Mee & Co, Retford

MCNAUL, REV JOSEPH BENJAMIN, Flanders rd, Chiswick, Clerk. May 5. Francis & Calder Fish st hill

MCLEAN, ANTHONY, Blackburn. April 30. Radcliffe & Higginson, Blackburn

MERAU, CHARLES JULIUS, The Grove, Clapham rd, Esq. May 9. Budd & Co, Austinfriars

MERWOOD, HENRY, Hamble le rice, co Southampton, Gent. May 7. Hallett, Southampton

MYERS, RACHEL, Shaftesbury avenue, Bloomsbury. April 30. Carter & Bell, Idol lane

NEATE, MARY REBECCA, Micheldever, Hants. May 5. Pickett & Mytton, King's Bench Walk, Temple

NEVE, CHARLES, Amberfield, Chart Sutton, Kent, Esq. May 14 Philpott & Calloway, Cranbrook

PIKE, JOHN BILTON, Hibernia chmbs, London Bridge, Southwark, Hop Merchant May 14 Rhodes & Son, Dowgate hill

POHLMAN, HENRY WILLIAM, Halifax, Pianoforte Manufacturer June 1 Walker, Halifax

ROSTON, ROBERT HENRY, Cheadle, Hulme, co Chester, retired Woollen Merchant May 9 Johnson & Johnsons, Stockport

SCOREY, STEPHEN JOSEPH WATERMAN, Weymouth, Gent May 5 Burnett & Domville, Weymouth

SEABROOK, EMMA MARIA, Harpenden May 7 Rose-Innes & Co, Billiter sq bldgs

SICH, WILLIAM THRALE, Chiswick, Esq. May 23 Few & Co, Surrey st, Strand

SMITH, EDWARD JAMES, Bath May 4 Payne & Fuller, Bath

STUART, WILLIAM, Catforth, Woodplumpton, nr Preston, Farmer May 2 Clarke, Preston

THORMAN, EDWARD HENRY, Union st, Stratford, Engineer to West Ham Gas Co May 1 Hubbard & Co, Cannon st

WALKER, BETSY, Wharncliffe Side, nr Sheffield May 10 Dransfield & Hodgkinson, Penistone, nr Sheffield

WALKER, WILLIAM, Over, Cheshire, Butcher May 4 Cooke, Winsford

WARDLE, WILLIAM, Newcastle on Tyne, Carver May 18 Brown, Newcastle on Tyne

WETHEY, GEORGE WARD, West Ferry rd, Millwall, Licensed Victualler May 7 Mann & Chimp, Essex st, Strand

WILKINSON, ELIZA, Leicester May 7 Berridge, Leicester

WILLIAMS, EDWARD, Kingston on Thames, Gent May 21 Rimer, Quality court, Chancery lane

WILLIAMS, HANNAH, South Shields May 4 Mabane & Graham, South Shields

YOUNGHUSBAND, LEWIS EDWARD, Eastbourne, Clerk in Holy Orders May 5 Pickett & Myton, King's Bench walk, Temple

*London Gazette.*—FRIDAY, APR. 8.

AUSTIN, WILLIAM, Madeley, Staffs, Yeoman May 2 T & E Slaney, Newcastle

BACON, REV THOMAS, Torquay May 6 Fridesaux & Sons, Goldsmith's Hall

BARR, HERBERT GEORGE, Old st, Harlesden, Cabinet Maker May 21 Boddington & Ball, Manchester

BEDENHAM, JOSEPH, Evesham, Gent May 31 Byrch & Cox, Evesham

BENNETT, LOUISA HANNAH FAWSETT, Florence, Italy May 23 Hind & Co, Manchester

BLAKER, JOHN BARUCH, Portslade, Sussex, Market Gardener Apr 29 Cockburn, Brighton

BLAND-GARLAND, THOMAS, Burghfield, Berks, Esq. J.P. May 10 Tarry & Sherlock, Serjeant's inn, Fleet st

BRADBURN, JOSEPH, Ashton under Lyne, Publican May 14 Barber, Ashton under Lyne

BRAGG, MARGARET, Radipole, Dorset May 10 J & W B Sparks & Co, Crewkerne

BRIGGS, JAMES, Balham hill, Gent May 31 Burton, Blackfriars rd

CARTER, CAROLINE MARIA, Pembroke rd, Kensington June 1 Shepheards & Bird, King st, Kensington

CHANTREY, ELIZABETH, Richmond, Surrey May 30 Woodbridge & Sons, Serjeant's inn, Fleet st, and Brentford

DAWSON, ELLEN, Warkworth Apr 30 Clayton & Gibson, Newcastle upon Tyne

DENMAN, PHILLIP HORTON, Moseley, Worcs, Gent May 31 Johnson & Co, Birmingham

DENTON, CHARLES LORD, St Briavels, Glos, Esq. May 14 Drake & Co, Rood lane

DIXON, HENRY, Egremont, Cambridgeshire, retired Blacksmith May 12 Thompson, Whitehaven

DUNNING, MARIA ELIZA, Chesterton, Cambs May 20 Foster, Cambridge

ELLIS, HYDE WEDDING, Haselrigge rd, Clapham, Gent April 30 Draper, Vincent sq, Westminster

ELLWOOD, CHARLES WILLCOCK, Bloxholm, Lincs, Farmer May 6 Dalton & Kemp, Lincoln

FEWSON, MARY, Margate May 16 Watson & Co, Hull

FORSTER, CATHERINE MARIA, Warkworth, Northumbria April 30 Clayton & Gibson, Newcastle on Tyne

FOSTER, HENRY PHILLIPS, Newark upon Trent April 16 Haigh, Newark

GARRARD, BENJAMIN WHIPPLE, Haymarket, Silversmith May 7 Few & Co, Surrey st, Strand

GATE, JANE, Dulwich rd, Herne hill May 14 Richardson & Sadler, Golden sq

GREGORY, GEORGE BURROW, Boarzell, Sussex, Esq. June 1 Rowcliffes & Co, Bedford row

GULLY, HENRY COLLINS, Hanover st, Hanover sq, Tailor May 23 Layton & Co, Budge row, Cannon st

HAY, EDWARD HOLMAN, Monken Hadley, Esq. May 30 Cooper & Co, Birch Lane

HERBERT, CHARLES JAMES, Pall Mall, Captain Grenadier Guards May 9 Iliffe & Co, Bedford row

HODGES, JOHN EDWARD, Knighton, Leicester, Gent June 1 Berridge, Leicester

HOWARD, WILLIAM, Salisbury, Gent May 31 Saxton & Son, Queen Victoria st

KENT, GEORGE EDWARD, Theydon Bois, Essex, retired Hosier May 14. Williams & Neville, Austinfriars

KNIGHT, JOHN, Bentley, Southampton, Yeoman May 10 Griffith & Co, Brighton

LAMBERT, Rt Hon Sir JOHN, Elm rd, Clapham, K.C.B. May 18 Witham & Co, Gray's inn sq

LAVER, JOHN FIELDER, Guildford st, Russell sq May 17 Green, Walbrook

LENDON, RICHARD WILLIAM PENRY, Sidmouth, Devon, Esq. May 23 Jull & Godfrey, Queen Anne's gate, Westminster

LIEK, HENRY GEORGE, Liverpool, Gent May 7 Cleaver & Co, Liverpool

LLOYD, MARY ANN, Cefn Coed, on Brecon April 29 Lewis & Jones, Merthyr Tydfil

LOCKYER, GEORGE ROBERT, Brighton, Builder April 29 Cockburn, Brighton

MARLEY, ROBERT, Boosebeck, Yorks, Farmer May 14 Spy, Middlesbrough

MOTT, WALTER JOHN, Uxbridge, Licensed Victualler May 31 Davis, Basinghall st

NEWTON, HARRIET ELIZA, Lee, Kent May 12 Lovell & Co, Gray's inn sq

NOBLE, THOMAS, Greetland, Halifax, Contractor April 16 Marshall, Halifax

NOOTEN, ABRAHAM, Warrington, Throgmorton st, Stockbroker May 14 Hortin, Edgware rd

PARSONS, AUGUSTA, Folkestone May 7 Few & Co, Surrey st, Strand

PHILLIPS, PHILIP, Newport, Mon May 14 Lyne & Co, Newport

POWELL, MARY ELIZABETH VERA BOOTH, Bolney, Cuckfield, Sussex April 30 Harrison & Powell, Raymond bldgs, Gray's inn

PUTLEY, ABRAHAM, Cold Harbour lane, Camberwell, Butcher June 1 Davies, Chancery lane

READING, CHARLES, Warwick May 31 Handley & Co, Warwick

RICHARDSON, FRANCES, Ventnor, I W May 12 J & W B Sparks & Blake, Crewkerne

ROBINSON, EDWARD, Rotherham, retired Surgeon May 21 Oxley & Coward, Rotherham

ROBINSON, RESTIVO EDWIN, Hawkhurst, Sussex, Gent May 12 Sharpe & Co, New st, Carey st

SCOTT, ADAM, Barnsbury st, Edgware, Compositor May 5 Browne, Warrington

SCOTT, ROBERT, Middlecough, nr Carlisle, retired Blacksmith May 4 Mounsey & Co, Carlisle

SHELDON, ROBERT WILLIAM, Salisbury, Clerk in Holy Orders May 10 Sheldon, Bath

SKEET, CHARLES JOSEPH, Wellington rd, St John's Wood, Gent May 14 Alderton, Edgware rd

SMITH, JAMES, Cromwell pl, Kensington, Gent May 16 Blyth, Norwich

STARTIN, SARAH WALTON, Taunton May 3 Williams, Clement's inn, Strand

STODART, SARAH, St. Leonard's on Sea May 9 Chappell & Griffith, Golden sq

TAYLOR, JOHN, Dutton Hall, co Chester, Farmer April 23 White & Sons, Warrington

THEAKSTONE, MARGARET, South Seaforth, Lancs May 4 Norris & Sons, Liverpool

THOMAS, ELIZABETH, Gors, In, Swansea May 30 Williams, Swansea

TRANTER, HENRY, Coventry May 16 Woodcock & Co, Coventry

WELLS, JAMES, Gt Yarmouth, Silversmith May 18 Diver & Preston, Gt Yarmouth

WILKINSON, ALICE, Sunderland May 20 Service, Sunderland

WILKINSON, JOHN, Sunderland, Gent May 20 Service, Sunderland

WILLSON, HENRY ROBERT, Brighton, Gent April 29 Cockburn, Brighton

WRIGHT, RICHARD, Lincoln, Chemist May 1 Burton & Co, Lincoln

*London Gazette.*—TUESDAY, April 12.

ALLMAN, JOHN, Heyes, Crewe, Farmer May 20 Pedley, Crewe

ALLSOP, RICHARD, Nottingham, Saddler June 10 Watson & Co, Nottingham

ATKINSON, WILLIAM, Leyburn, Yorks, Gent May 19 Chapman & Dixon, Leyburn

BAILY, CHARLES EDWARD, Byfleet, Surrey, Esq. May 31 Hughes & Co, New Broad st

BATTERSBY, JOHN, Fairfield, nr Manchester, Brewer May 24 Darnton & Bottomley, Ashton under Lyne

BETTERTON, MARY ANN, Egham, Surrey Sept 30 Paine & Brettell, Chertsey

BINNEY, THOMAS, Hunslet, Leeds, Brass Founder May 1 Dunn, Leeds

BISHOP, ELEANOR, Aldford st, Park lane May 14 Johnson & Co, King's Bench walk, Temple

BRIDESON, JANE, Hawkshead, Lancs May 2 Heelis & Son, Hawkshead, Ambleside

BULL, EDWARD, Queen's rd, Dalston, Boot Manufacturer May 7 Taylor, Lincoln's inn fields

COLE, JOHN, Bristol, Potato Merchant May 16 Crook, Bristol

CONSTABLE, HENRY, Eversley rd, Winchmore Hill, Clerk in Holy Orders May 24 Chandler, Bishopsgate st Within

COOK, MARY HENRIETTA, Jackson's lane, Highgate May 31 Hughes & Co, New Broad st

CORDERY, SAMUEL, Swallowfield, Berks, Baker May 16 Beale & Martin, Reading

COULSON, JOHN, Uttoxeter, Staffs, Wholesale Grocer May 21 Saunders & Co, Birmingham

CROOK, WILLIAM, Oswego, Kendall, Illinois, U.S.A., Farm Labourer May 28 Waddington, Burnley

FRASER, WILLIAM, Birmingham, Coachbuilder May 7 Fallowe & Cochrane, Birmingham

FRENCH, JAMES, Northfleet, Kent, Farmer May 7 Robinson, Strood

FRY, YOUNG, Barrow rd, Streatham Common, Jeweller May 6 Fleming, Trinity sq, Southwark

HADWEN, ELIZABETH HANNAH, Nottingham June 10 Watson & Co, Nottingham

HEWETT, THOMAS, Cranford, Farmer May 1 Ruston & Co, Brentford

HOLT, JOHN WILLOUGHBY, Totterington Lower End, Lancs, Farmer May 9 Openshaw, Bury

HYDE, GEORGE, St Bride st, Wholesale Stationer May 31 White & Co, Whitehall pl

KNIGHT, JOSEPH, Handsworth, Staffs, Gent May 21 Saunders & Co, Birmingham

LIVETT, JANE, Brighton June 30 Harwood & Boutflower, Bristol

LUCAS, GEORGE, Weeley, Essex, Licensed Victualler May 18 Lucas, Ramsey

MALLABAR, EDWIN, Coton in the Elms, co Derby, Farmer May 25 Goodge, Burton upon Trent

MCMUNN, JOHN, Long Eaton, Physician May 24 Huish & Wilson, Long Eaton, nr Nottingham

MATTHEWS, Et Hon. PHILIP, York, Lord Mayor May 21 Cobb, York

MILLIGAN, ELIZABETH, Stapehill, Burton on Trent May 21 Gatey, Amblesea

MILLS, GEORGE BRIGHTMORE, Alvaston, co Derby, Esq. June 10 Watson & Co, Nottingham

HAEDMAN, JOSEPH WILLIAM, Congresbury, Somerset, LL.D., Clerk in Holy Orders May 10 Bramble & Watts, Bristol

NASH, THOMAS, Minster, Isle of Thanet, Kent, Carpenter May 18 V & A Daniel, Ramsgate

PATCHETT, DANIEL LLOYD, Withe, Lincs, Farmer May 13 Bell & Co, Louth

PHARAOH, HENRY, Mount Nod rd, Streatham hill, Builder May 20 Sowton, Bedford row

POTTER, ALFRED HORATIO, Finsbury circus, Chartered Accountant May 15 Smith & Co, Bread st

POTTER, SAMUEL, Derby, Turner May 30 J & H F Gadsby & Coxon, Derby

PRATT, JAMES PITTIFER, Aston, co Warwick, Corn Factor May 21 Saunders & Co, Birmingham

RATCLIFFE, JAMES, Goodnestone next Wingham, Kent, Gent May 16 Plummer & Fielding, Canterbury

RILEY, ANN, Bolton May 4 Ryley, Bolton

SAGER, STANFIELD, Worthing, Gent June 24 Eastwoods & Sutcliffes, Todmorden

SANGSTER, JOHN WILLIAM, Portsea, Scalemaker May 12 Palmer, Gosport

SEDDON, RALPH, Westhoughton, Lancs, Innkeeper May 10 Balshaw & Hodgkinson, Bolton

SHAW, PELHAM SHAW, Wardrobe chmbs, Doctors' Commons, Stock and Share Dealer May 31 Clark & Metcalf, Serie st, Lincoln's Inn

SMITH, ELIZABETH, Craven hill grdn, May 21 Harwood & Stevenson, Lombard st

SMITH, NANCY, Lancaster May 9 Sharp & Son, Lancaster

SNELL, THOMAS, Brighton June 1 Maydwell, Brighton

SOUTHEY, GEORGE LOCKE, Parker st, Drury In, Leather Merchant May 20 Bowes, Bedford row

TATHAM, MARY, Nottingham June 10 Watson & Co, Nottingham

TAYLOR, WILLIAM HENRY, Weston super Mare, Gent June 1 Cox, Swansea

THOMPSON, JOHN DAWSON, Langdale, Westmrid, Yeoman May 2 Heelis & Son, Hawkshead, Ambleside

TRREW, THOMAS, Witham, Essex, Tanner May 12 Stevens & Co, Witham

WARD, MARTHA, Warrington, Restaurant Keeper May 12 Browne, Warrington

WATSON, THOMAS, Southport, Hotel Proprietor May 9 Openshaw, Bury

WHITE, HENRY JOHN, Kingston upon Hull, Gent May 24 Thorne & Son, Hull

WILLIAMS, WELLINGTON, Park place, Leyton, Esq. May 21 Gush & Co, Finsbury circus

WOOD, JAMES HARGREAVES, Frizinghall, Bradford, Gent May 16 Morgan & Morgan, Bradford

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 15.

## RECEIVING ORDERS.

AMBROSE, CALB, Coventry, Grocer Coventry Pet April 12 Ord April 12

BARNES, HARRY, Emsworth, Hants, Printer Portsmouth Pet April 12 Ord April 12

BARR, BENJAMIN, St Helen's, Furniture Dealer Liverpool Pet April 12 Ord April 12

BEALE, WILLIAM MICHAEL, Loughborough, Nurseryman Leicester Pet April 11 Ord April 11

BEARD, JOHN THOMAS, Birmingham, Insurance Agent Birmingham Pet April 12 Ord April 12

BETTERILL, FRANK WILLIAM, Manningham, Bradford, Dyer's Traveller Bradford Pet April 12 Ord April 12

CARPENTER, JOHN WILLIAM, Leeds, Boot Manufacturer's Manager Leeds Pet April 12 Ord April 12

CHETTLE, HORATIO FREDERICK, Horton rd, Hackney, Commissioner Agent High Court Pet April 11 Ord April 11

CHURCHMAN, J B, Charterhouse st, Provision Merchant High Court Pet Mar 21 Ord April 12

COLSELL, ALFRED THOMAS, Gravesend, Ship Breaker Rochester Pet April 11 Ord April 11

CONEY, STEPHENSON CHAMBERS, Marcham-le-Fen, Lines, Farmer Lincoln Pet April 11 Ord April 11

DANIELS, WILLIAM, Coalhouse, Redcar, Yorks, High Bailiff of County Court of Durham, Stockton on Tees and Middlesbrough Pet Mar 9 Ord April 9

DAVIES, JOHN, St Clears, Carmarthenshire, Draper Carmarthen Pet Apr 11 Ord April 12

DAVIES, CHARLES, HENRY DAVIS, and ALFRED DAVIS, New Zealand Avenue, Barbican, Clerks High Court Pet Mar 24 Ord April 12

DAVIES, STRANGE, & BARKER, King William st, Strand High Court Pet Mar 21 Ord April 12

FALLOWS, JOHN THOMAS, Bredbury, Cheshire, Consulting Engineer Stockport Pet Apr 12 Ord April 12

FORSTER, THOMAS FREDERICK, Cross Keys, Beaconsfield, Bucks, Licensed Victualler Aylesbury Pet Apr 12 Ord April 12

GARDNER, JOHN WESLEY, Portsea, Printer Portsmouth Pet Apr 12 Ord April 12

GEORGE, WILLIAM, Gt Grimsby, Grocer Gt Grimsby Pet Apr 11 Ord April 11

HARRISON, WILLIAM WILLIAM, Cwm, nr Swansea, School Board Attendance Officer Swansea Pet Apr 12 Ord April 12

HOLLIER, C M, Gravesend, Draper Rochester Pet Mar 28 Ord April 11

HORN, JOHN H., Mount View rd, Hornsey High Court Pet March 17 Ord April 8

JACKSON, WILLIAM, Boots Manufacturer Leeds Pet April 9 Ord April 9

JARVIS, WILLIAM EDWARD, Gt Grimsby, Fisherman Gt Grimsby Pet April 12 Ord April 12

JOHNSON, CHARLES JUDSON, Cardiff, Ironmonger Cardiff Pet April 12 Ord April 12

JONES, GEORGE, Rochdale, Labourer Oldham Pet April 15 Ord April 13

JONES, ROBERT, New Park rd, Brixton Hill, China Dealer High Court Pet Feb 22 Ord April 12

KELLY, JOHN WILLIAM, Landport, Hants, Grocer Portsmouth Pet April 11 Ord April 11

LLOYD, MARY, Pembroke Dock, Ironmonger Pembroke Dock Pet April 11 Ord April 12

LYON, GEORGE, St John's Wood terr, Marylebone, Baker High Court Pet April 13 Ord April 13

MACLURE, HENRY MARTIN, Queen Victoria st, Insurance Agent High Court Pet March 19 Ord April 13

METCALFE, HARRY, Heckmondwike, Grocer Dewsbury Pet April 11 Ord April 11

MOSER, ERNEST, Manchester, Provision Merchant Manchester Pet April 12 Ord April 12

NAMAMORE, EDWARD JAMES, Exeter, Draper Exeter Pet April 9 Ord April 9

NICHOL, WILLIAM, Wigan, Tailor Wigan Pet April 12 Ord April 12

OVERTON, SAMUEL CALD, and ALFRED NEVILLE AVIS, Beaufort Mansions, Queen Anne's gate, Westminster, Company Promoters High Court Pet Feb 16 Ord April 11

PARKER, JOHN, junr, Hanley, Hosiery Hanley Pet March 25 Ord April 7

PRU, MARGUERITE, Ilminster, Innkeeper Taunton Pet April 9 Ord April 9

RALPH, WILLIAM JAMES, North Shields, Provision Dealer Newcastle on Tyne Pet April 11 Ord April 11

ROGERS, HENRY, Worthington, Suffolk, Harness Maker Ipswich Pet April 12 Ord April 12

SEARLE, JACOB, STANAK, SEARLE, and EMELINE SEARLE, Penzance, Cornwall, Boot Manufacturers Truro Pet April 12 Ord April 13

SHARKEY, JAMES, Newcastle on Tyne, Provision Dealer Newcastle on Tyne Pet April 2 Ord April 13

SIEVIER, R S, Bury st, St James's High Court Pet Feb 3 Ord April 7

SMEATON, JOHN, Great Queen st, Lincoln's Inn fields, Sanitary Engineer High Court Pet April 1 Ord April 11

SPEDD, E J & Co, Woodgrange road, Forest Gate, Fancy Toy Warehouses High Court Pet March 17 Ord April 11

THOMAS, WILLIAM, Swansea, Commission Agent Swansea Pet April 12 Ord April 12

VAUSE, WILLIAM HENRY, Gateshead, Horse Dealer Newcastle on Tyne Pet April 13 Ord April 13

WATERS, JOHN CORNELLUS, New Bond st, Hosiery High Court Pet April 11 Ord April 11

WATTS, JOHN, Devonport, General Dealer East Stonehouse Pet April 11 Ord April 11

WEEDY, ROBERT, and WILLIAM JOHN WEEDY, Warkworth, Northbrid, Builders Newcastle on Tyne Pet April 13 Ord April 13

BEALE, WILLIAM MICHAEL, Loughborough, Nurseryman Leicester Pet April 11 Ord April 11

STEPHENS, WILLIAM HUGH, Peterborough, Clothier's Assistant Peterborough Pet April 5 Ord April 5

FIRST MEETINGS.

BARNES, HARRY, Emsworth, Hants, Printer May 4 at 4 Off Rec, Cambridge Junc, High st, Portsmouth

BEALE, WILLIAM MICHAEL, Loughborough, Nurseryman April 27 at 3.30 Off Rec, 34, Friar lane, Leicester

BEVINGTON, AMBROSE, and ERNEST BEVINGTON, Hanley, Earthware Manufacturers April 25 at 3 North Stafford Hotel, Stoke upon Trent

BETTERILL, FRANK WILLIAM, Manningham, Bradford, Dyer's Traveller April 29 at 11 Off Rec, 31, Manor rd, Bradford

BOTT, HENRY, Leeds, Builder April 28 at 12 Off Rec, 22, Park row, Leeds

COLSELL, ALFRED THOMAS, Gravesend, Ship Breaker April 28 at 11 Off Rec, Rochester

DAVIES, WALTER HENRY, Liverpool, Tallow Chandler April 29 at 2 Off Rec, 35, Victoria st, Liverpool

DOWMAN, GEORGE, Neath, Glam, Labourer April 22 at 12 Off Rec, 21, Alexandra rd, Swansea

DRAKE, HENRY, Walham le Willows, Suffolk, Plumber and Glazier April 26 at 12 36, Prince st, Ipswich

EARKE, EDMUND, Margaretting, Essex, Blacksmith April 22 at 3 Off Rec, 25, Temple chambers, Temple avenue

EVANS, DAVID, Rhymney, Mon, Builder April 27 at 3 Off Rec, Merthyr Tydfil

FISHER, SAMUEL, Wolverhampton, Grocer April 25 at 11.30 Off Rec, Wolverhampton

FRENCH, SAMUEL, Prince's rd, Notting hill, Florist April 22 at 11 Bankrupt bldgs, Carey st

GLASGOW, HENRY EMMOTT, Cheetham, Bucks, Boot Manufacturer April 22 at 3 1, St Algate's, Oxford

GOLDING, JOSEPH, New Eltham, Kent, Carman April 28 at 12.30 24, Railway approach, London Bridge

GRIFFITHS, HOWELL, Llanfaes, co Brecon, Builder April 27 at 12 Off Rec, Merthyr Tydfil

HILDER, GEORGE, Peasmarsh, Sussex, Farmer May 9 at 12.30 Young & Son, Bank bldgs, Hastings

HOLLIER, C M, Gravesend, Draper April 28 at 11.30 Off Rec, Rochester

HORSEY, HUBERT, Bourne Valley, Dorset, Horticultural Builder April 29 at 12.30 Off Rec, Salisbury

JONES, JOHN, Hafod, nr Pontypridd, Glam, Farmer April 26 at 12 Off Rec, Merthyr Tydfil

KELLY, JOHN WILLIAM, Landport, Grocer May 4 at 3 Off Rec, Cambridge Junc, High st, Portsmouth

KNOCK, GEORGE, New Cross rd, Grocer April 28 at 11.30 24, Railway approach, London Bridge

LIGHTBURN, GEORGE, Nantwich, Innkeeper April 29 at 10.45 Royal Hotel, Crewe

MILSON, FREDERICK WILLIAM, Sheffield, Saddler April 25 at 3 Off Rec, Figtree lane, Sheffield

MORRIS, EDWIN WALTER, and WILLIAM GEORGE MORRIS, Portsmouth, Curriers April 22 at 12.30 Off Rec, Cambridge Junc, High st, Portsmouth

NARRAMORE, EDWARD JAMES, Exeter, Draper April 27 at 3 Off Rec, 13, Bedford circus, Exeter

NEWBOULD, ROGER, Shortheath, nr Wolverhampton, Farmer April 25 at 12 Off Rec, Wolverhampton

NICHOLL, WILLIAM, Wigan, Tailor April 26 at 10.30 Court house, King st, Wigan

NOKES, JOSEPH ARTHUR, Leicester, Confectioner April 27 at 12.30 Off Rec, 34, Friar lane, Leicester

PAGE, JOHN, the younger, Hanley, Hosiery April 28 at 10.30 Off Rec, Newcastle under Lyme

PAYER, A E, Folkestone, Builder April 22 at 12 Off Rec, 5, Castle st, Canterbury

ROBINSON, JOHN THOMAS, Ilkley, Yorks, Cabinet Maker April 28 at 11 Off Rec, 22, Park row, Leeds

ROBINSON, THOMAS, Folkestone, Messenger April 29 at 10 Off Rec, 5, Castle st, Canterbury

SIMPSON, THOMAS, Liverpool, Grocer April 29 at 3 Off Rec, 35, Victoria st, Liverpool

SOWERBUTTS, WILLIAM THOMAS, Reading, Timber Merchant's Foreman April 22 at 12 Off Rec, 95, Temple chamber, Temple avenue

STANBRIDGE, WILLIAM, Chichester, Saddler April 27 at 12 Dolphin Hotel, Chichester

WEBER, FREDERICK HERMAN, and SAMUEL CHARLES PHILLIPS, Gt George st, Westminster, Estate Agents April 25 at 12 Bankrupt bldgs, Carey st

WILLIAMS, JOHN, Treherbert, Glam, Tailor April 28 at 12 Off Rec, Merthyr Tydfil

ADJUDICATIONS.

ANKERS, HENRY, Newton-by-Tattenhall, Cheshire, Shoemaker Chester Pet April 1 Ord April 11

ASSE, DANIEL GOTCHEL, Blackfriars rd, Lodging house Keeper High Court Pet March 25 Ord April 12

BAKER, HENRY JOHN, Bartholomew close, Tea Dealer High Court Pet March 21 Ord April 11

BARLOW, FRANK, Oldham, Gent's Outfitter Oldham Pet April 6 Ord April 11

BARNES, HARRY, Emsworth, Hants, Printer Portsmouth Pet April 11 Ord April 12

BARR, BENJAMIN, St Helen's, Furniture Dealer Liverpool Pet April 12 Ord April 12

BEALE, WILLIAM MICHAEL, Loughborough, Nurseryman Leicester Pet April 9 Ord April 11

BEAUCLER, AUBREY DE VERE, late Queen's gate, Kensington, Gt High Court Pet Aug 21 Ord April 12

BETTERILL, FRANK WILLIAM, Manningham, Bradford, Dyer's Traveller Bradford Pet April 12 Ord April 12

CARPENTER, JOHN WILLIAM, Leeds, Boot Manufacturer's Manager Leeds Pet April 12 Ord April 12

COLSELL, ALFRED THOMAS, Gravesend, Shipbreaker Rochester Pet April 11 Ord April 11

CONEY, STEPHENSON CHAMBERS, Marcham-le-Fen, Lines, Farmer Lincoln Pet April 11 Ord April 11

DAVIES, JOHN, St Clears, Carmarthenshire, Draper Carmarthen Pet April 12 Ord April 12

FALLOWS, JOHN THOMAS, Bredbury, Cheshire, Consulting Engineer Stockport Pet April 12 Ord April 12

GARDNER, JOHN WESLEY, Portsea, Printer and Stationer Portsmouth Pet April 12 Ord April 12

GEORGE, FRANK WILLIAM, Gt Grimsby, Grocer Gt Grimsby Pet April 11 Ord April 11

GLASGOW, HENRY EMMOTT, Cheetham, Bucks, Boot Manufacturer Aylesbury Pet April 1 Ord April 11

HARRISON, WILLIAM WILLIAM, Cwm, nr Swansea, School Board Attendance Officer Swansea Pet April 12 Ord April 12

HATHERELL, EDWARD, Pickwick, Corsham, Wilts, Schoolmaster Bath Pet April 11 Ord April 12

HOLLIER, C M, Gravesend, Draper Rochester Pet 26 Ord April 12

JACKSON, WILLIAM, Leeds, Boot Manufacturer Leeds Pet April 9 Ord April 9

JARVIS, WILLIAM EDWARD, Gt Grimsby, Fisherman Gt Grimsby Pet April 12 Ord April 12

JOHNSON, CHARLES JUDSON, Cardiff, Ironmonger Cardiff Pet April 12 Ord April 12

JONES, GEORGE, Rochdale, Labourer Oldham Pet April 13 Ord April 13

KELLY, JOHN WILLIAM, Landport, Grocer Portsmouth Pet April 11 Ord April 11

METCALFE, HENRY, Heckmondwike, Grocer Dewsbury Pet April 11 Ord April 11

NICHOLL, WILLIAM, Wigan, Tailor Wigan Pet April 12 Ord April 12

PICKARD, GEORGE, Cardiff, Grocer Cardiff Pet April 7 Ord April 9

RALPH, WILLIAM JAMES, North Shields, Provision Dealer Newcastle on Tyne Pet April 11 Ord April 11

RICHE, FREDERICK AUGUSTUS, late Athol ter, Merton rd, South Wimbledon High Court Pet Oct 7 Ord April 11

RIDDLE, JOHN, St Helens, Contractor Liverpool Pet March 17 Ord April 13

ROGERS, HENRY, Worlingworth, Suffolk, Harness Maker Ipswich Pet April 12 Ord April 12

SEARLE, JACOB, FRANK SEARLE, and EMELINE SEARLE, Penzance, Boot Manufacturers Truro Pet April 13 Ord April 13

SHOFT, THOMAS, Wear, Gifford, Devon, Farmer Barnstaple Pet April 8 Ord April 12

SIMPSON, A, Leicestershire, Tobaccoconist Leicester Pet March 24 Ord April 12

SMITH, FREDERICK WILLIAM, Birmingham, Clerk Birmingham Pet April 9 Ord April 13

SNUGGS, THOMAS CHARLES, Cramond, Hants, Wheelwright Guildford and Godalming Pet April 4 Ord April 12

SNOW, JOHN, Leicester, late Licensed Victualler Leicester Pet March 5 Ord March 21

STANBRIDGE, WILLIAM, Chichester, Saddler Brighton Pet March 31 Ord April 12

STEPHENS, JONATHAN, Devonport, Chemist East Stonehouse Pet March 30 Ord April 13

SWEETING, ALBERT, Aldermanbury avenue, Merchant High Court Pet April 4 Ord April 11

THOMAS, WILLIAM, Swansea, Commission Agent Swansea Pet April 12 Ord April 12

VAUSE, WILLIAM HENRY, Gateshead, Horse Dealer Newcastle on Tyne Pet April 13 Ord April 13

WATTS, JOHN, Devonport, General Dealer East Stonehouse Pet April 11 Ord April 11

WORBOURNE, ARTHUR, Pretoria avenue, St James st, Walthamstow, Grocer's Clerk High Court Pet April 8 Ord April 11

The following amended notice is substituted for that published in the London Gazette, April 8:—

STEPHENS, WILLIAM HUGH, Peterborough, Clothier's Assistant Peterborough Pet April 5 Ord April 5

The following amended notice is substituted for that published in the London Gazette, April 12:—

EVERETT, ROBERT HORACE, Burgh Castle, Suffolk, Miller Gt Yarmouth Pet April 9 Ord April 9

London Gazette—TUESDAY, April 19.

## RECEIVING ORDERS.

BRAGG, W. E., Witton, Warwickshire, Farmer Birmingham Pet March 29 Ord April 13

BRAMLEY, GEORGE, Derby, Cabinet Maker Derby Pet April 7 Ord April 14

CRAKE, THOMAS, Brighton, Hosier Brighton Pet April 2 Ord April 13

DARCY, BARTHOLOMEW, Kettering, Tailor Northampton Pet April 14 Ord April 14

EVANS, JANE, Bangor, Milliner Bangor Pet April 14 Ord April 14

GAVICAN, JOHN, Carlisle, Painter Carlisle Pet April 14 Ord April 14

GOULD, JAMES, Weston-super-Mare, Pork Butcher Bridgewater Pet April 14 Ord April 14

HERBERT, JAMES EDWARD, Dewsbury, Milliner Dewsbury Pet March 24 Ord April 13

LANE, HENRY, Worcester, Gent High Court Pet March 9 Ord March 30

LAVERACK, THOMAS, York, Painter York Pet April 14 Ord April 14

LENG, FREDERICK, JOHN SHERWIN, and JAMES SHERWIN, Leicester, Boot Manufacturers Leicester Pet April 14 Ord April 14

LLEWELLYN, DAVID EMLYN, Maesteg, Glam, Boot Dealer Cardiff Pet April 14 Ord April 14

MOORTON, THOMAS, Eastbourne, Furniture Dealer Eastbourne Pet March 29 Ord April 13

PARKER, JAMES CORNISH, Kingskerswell, Devon, Draper Exeter Pet April 14 Ord April 14

PARKER, WILLIAM, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet April 14 Ord April 14

REUTERWALL, AXEL LAURENTIUS, Gloucester, Shipbroker Gloucester Pet April 14 Ord April 14

ROBERTS, JOHN VAUGHAN, Birkenhead, Grocer Birkenhead Pet April 9 Ord April 9

THOMAS, JENKYN DAVID, Cilfynydd, Pontypridd, Glam. Master Tailor Pontypridd Pet April 13 Ord April 13 VINE, JAMES, Beckington, Somerset, Baker Frome Pet April 14 Ord April 14

The following amended notice is substituted for that published in the London Gazette of April 15:—

MOSER, JACOB ERNST HARTWIG, Manchester, Provision Dealer Manchester Pet April 12 Ord April 12

FIRST MEETINGS.

AMBROSE, CALER, Coventry, Grocer Apr 30 at 11.30 Off Rec, 17, Hertford st, Liverpool  
BAKER, GEORGE LOVE, Liverpool, Licensed Victualler May 6 at 3 Off Rec, 35, Victoria st, Liverpool  
BARLOW, FRANK, Oldham, Gent's Outfitter Apr 27 at 2.30 Off Rec, Bank Chambers, Queen st, Oldham  
BOWEN, FANNY MARIA, Ludlow, Salop, China Dealer Apr 28 at 10 Corn st, Leominster  
CHAMBERS, FRANK OWEN, Kidderminster, Actor Apr 29 at 1 Ivens & Morton, solicitors, Kidderminster  
COLEY, SAMUEL, Kidderminster, Grocer Apr 29 at 12.45 M Corbet, solicitor, Kidderminster  
DAVIES, FRANCIS WHITE, Presteigne, Radnor, Dealer in Fins, Apr 28 at 10-18, Cornhill, Leominster  
DONNELLY, JOHN, Liverpool, Hay Salesman May 5 at 3 Off Rec, 35, Victoria st, Liverpool  
FALLOWE, JOHN THOMAS, Bredbury, Cheshire, Consulting Engineer April 27 at 1 Off Rec, County Chambers, Market pl, Stockport  
GEARY, THOMAS, Oldham, Coal Dealer April 27 at 3 Off Rec, Bank chbrs, Queen st, Oldham  
GREEN, HARRY JAMES, Berkswell, Warwickshire, Farmer April 30 at 11 Off Rec, 17, Hertford st, Coventry  
HARDING, WILLIAM, Greefe, Salop, Blacksmith April 29 at 12.30 M Corbet, solicitor, Kidderminster  
MIDDLETON, PAUL, Stourport, Wors, Coal Dealer April 29 at 12 M Corbet, solicitor, Kidderminster  
PARKER, JAMES CORNISH, Kingskerswell, Devon, Draper April 28 at 11 Off Rec, 13, Bedford circus, Exeter  
PHILLIPS, W. J., Kidderminster, Provision Merchant April 29 at 12.40 A 8 Thurstfield, Solicitor, Kidderminster  
POWELL, JAMES SOUTHALL, Tipton, Staffs, Grocer April 26 at 11 Off Rec, Dudley  
REYNOLDS, JOHN, Stockport, Cotton Doubler April 27 at 11.30 Off Rec, County chbrs, Market pl, Stockport  
WILCOX, WILLIAM, Colwall, Herefordshire, Builder April 29 at 10.30 Off Rec  
WILLIAMS, THOMAS JAMES, Kinnerley, Herefordshire, Farmer April 28 at 10-18, Corn st, Leominster

ADJUDICATIONS.

AMBROSE, CALER, Coventry, Grocer Coventry Pet April 12 Ord April 14  
BODLEY, EDWIN JAMES DREW, Burslem, Staffs, China Manufacturer Burslem Pet Mar 24 Ord April 13  
CARRIBUS, HRDLEY, Bradford, Manufacturer Bradford Pet Mar 29 Ord April 14  
CLARK, FRANK W, South Norwood, Surrey, Engineer Croydon Pet Oct 21 Ord April 14  
DAWS, ROBERT CHARLES, Bingley, Yorks, Artist Bradford Pet April 8 Ord April 14  
EVANS, JANE, Bangor, Milliner Bangor Pet April 14 Ord April 14  
GAVICK, JOHN, Carlisle, Painter Carlisle Pet April 14 Ord April 14  
GOLDING, JOSEPH, New Eltham, Kent, Carman Greenwich Pet Mar 26 Ord April 8  
GOULD, JAMES Weston super Mare, Port Butcher Bridgewater Pet April 14 Ord April 14  
HOLLOWAY, ALICE MAUD WHITE, WILLIAM GEORGE GROVE HOLLOWAY, and CHARLES NATHAN CHINCHIN WHITE HOLLOWAY, Medstead, Hants, Farmers Winchester Pet Mar 28 Ord April 14  
LAVERACK, THOMAS, York, Painter York Pet April 13 Ord April 14  
LLEWELLYN, DAVID EMLYN, Maesteg, Glam, Boot Dealer Cardiff Pet April 14 Ord April 14  
NEWBOURNE, ROGER, Shorthill, nr Wolverhampton, Farmer Wolverhampton Pet April 4 Ord April 14  
PARKER, JAMES CORNISH, Kingswear, Devon, Draper Exeter Pet April 14 Ord April 14  
PARKER, WILLIAM, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet April 14 Ord April 14  
ROBERTS, JOHN VAUGHAN, Birkenhead, Grocer Birkenhead Pet April 9 Ord April 14  
STUBLEY, WILLIAM HENRY, Gomersal, Yorks, Innkeeper Dursley Pet Mar 31 Ord April 13  
THOMAS, JENKYN DAVID, Cilfynydd, Pontypridd, Glam, Master Tailor Pontypridd Pet April 13 Ord April 13  
VINE, JAMES, Beckington, Somerset, Baker Frome Pet April 14 Ord April 14

SALES OF ENSUING WEEK.

April 25.—MESSRS. E. E. CROUCHER & CO., at the Mart, E.C., at 2 o'clock, Freehold Ground-rents and Leasehold Investments (see advertisement, April 16, p. 4).

April 27.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Ground Lease (see advertisement, March 26, p. 4).

April 27.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Building Site (see advertisement, this week, p. 435).

April 27.—MESSRS. TOPLIS & HARDING, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents and Freehold Property (see advertisement, April 9, p. 405).

April 28 and 29.—MESSRS. BAKER & SONS, at the Mart, E.C., at 12 for 1 o'clock, Freehold Ground-rents (see advertisement, this week, p. 435).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, Double Numbers, and Postage, 53s. WEEKLY REPORTER, in wrapper, 53s. SOLICITORS' JOURNAL, 26s. 6d.; by Post, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf 5s. 6d.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

EST. 1848.

# THE GRESHAM LIFE ASSURANCE SOCIETY,

ST MILDRED'S HOUSE, POULTRY, LONDON, E.C.  
WEST END BRANCH—2, WATERLOO PLACE, S.W.

ASSETS EXCEED ..... £4,702,000  
TOTAL PAYMENTS UNDER POLICIES ..... 9,972,000  
ANNUAL INCOME EXCEEDS ..... 829,000

**There is nothing desirable in life assurance which the SOCIETY does not furnish cheaply, intelligibly, and profitably.**

## Policies Indisputable after 5 Years.

Annuities of all kinds granted. Rates fixed on the most favourable terms.

THOMAS G. ACKLAND, F.I.A., F.S.S., Actuary and Manager.  
JAMES H. SCOTT, Secretary.

### SALES BY AUCTION FOR THE YEAR 1892

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building, Land, Ground-Rents, Advertisements, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, April 26 Tuesday, June 21 Tuesday, Aug. 9 Tuesday, May 3 Thursday, June 23 Tuesday, Aug. 16 Tuesday, May 10 Tuesday, June 28 Tuesday, Aug. 23 Tuesday, May 17 Tuesday, July 1 Tuesday, Oct. 4 Tuesday, May 24 Tuesday, July 12 Tuesday, Oct. 18 Thursday, May 26 Tuesday, July 19 Tuesday, Nov. 1 Tuesday, May 31 Tuesday, July 26 Tuesday, Nov. 15 Thursday, June 14 Tuesday, Aug. 2 Tuesday, Dec. 6

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

By order of the Trustees.—Leasehold improved Ground-rents, amounting to £50 per annum, amply secured upon Nos. 23, 25, 37, 39, and 41, King Henry's-road, N.W. Held for 60 years unexpired.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL the above at the MART, on TUESDAY, MAY 3, at TWO.

Particulars of Messrs. Phelps, Sidgwick, & Biddle, Solicitors, 18, Gresham-street; and of the Auctioneers, 80, Cheapside.

### CITY OF LONDON.

Freehold Ground-rent of £150 a year, with a reversion in 71 years to rack rents now amounting to about £700 a year. By order of the surviving trustee of the late Fitzwilliam Comyn, Esq.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL, at the MART, on THURSDAY, MAY 26, at TWO, the substantial FREEHOLD OFFICE PREMISES, No. 23, Bush-lane, Cannon-street. The building has a handsome elevation in stone and brick, with commanding corner frontage of about 49 feet to Bush-lane, and about 29 feet to Little Bush-lane, and covers an area of about 1,400 feet. It is arranged and adapted for four floors of offices, with good basement under, and is all sublet to eminent firms of solicitors at rents amounting to about £700 a year. The property is let for a term of 99 years from Midsummer, 1864, at a net ground-rent of £150. This affords an opportunity for trustees and others to acquire an absolutely safe freehold ground-rent, together with the reversionary value to the large rack rent.

Particulars of Messrs. Vandercorn, Hardy, Oatway, & Doulton, Solicitors, 23, Bush-lane; and of the Auctioneers, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

DENMARK HILL and PECKHAM. By Order of the Trustee of the late W. W. Chadwick's Estate.—Third Portion.—Valuable Freehold Ground-rents, £514 per annum.

MESSRS. CHADWICK will SELL by AUCTION, at the MART, E.C., on THURSDAY, MAY 12, at TWO p.m., in Thirty Lots, valuable FREEHOLD GROUND-RENTS, amounting to £514 per annum, as follows:—

Ground-rents.	Estimated Rack-rents.	Reversions.
DENMARK HILL.—Inglewood House, Grove-park-road, and about 4½ acres of land.	£202	£500 (in 8½ years)
Eight Family Residences, known as Bremen House, Hillside, Brooklyn, Ripon Lodge, Woodlands, Ashburton, Clifton and South View, Grove-park-road; in Eight Lots.	141	900 (in from 63 to 70 years)
PECKHAM.—The 45 Private Residences, Nos. 1, 3, 5, 7, 9, 25, 27, 29, 31, 33, 35, 37, 39, 41, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, and 153, Chadwick-road, Peckham; in 21 Lots.	171	1,500 (in from 66 to 77 years)
		£514 £2,900

Particulars and conditions of sale may be had of Messrs. Finch & Turner, Solicitors, 84, Cannon-street, E.C.; at the Mart, E.C.; or of Messrs. Chadwick, Surveyors and Land Agents, 17, Parliament-street, S.W.